



THOMAS L. GARTHWAITE, M.D.  
Director and Chief Medical Officer

FRED LEAF  
Chief Operating Officer

COUNTY OF LOS ANGELES  
DEPARTMENT OF HEALTH SERVICES  
313 N. Figueroa, Los Angeles, CA 90012  
(213) 240-8101

June 19, 2003

The Honorable Board of Supervisors  
County of Los Angeles  
383 Kenneth Hahn Hall of Administration  
500 West Temple Street  
Los Angeles, California 90012

Dear Supervisors:

**TOBACCO CONTROL AND PREVENTION PROGRAM AGREEMENTS**  
(All Districts) (4 Votes)

IT IS RECOMMENDED THAT YOUR BOARD:

1. Approve and instruct the Director of Health Services, or his designee, to sign 17 agreements with community based agencies, summarized in Attachment B, substantially similar to Exhibit I, to provide tobacco control and prevention services under two service categories, Category 1 - Decrease Exposure to Environmental Tobacco Smoke and Category 2 - Counter Pro-Tobacco Influences, with a maximum County obligation of \$1.7 million, effective July 1, 2003 through June 30, 2004, 100% offset with funds provided by the California Department of Health Services ("CDHS").
2. Authorize and delegate authority to the Director of Health Services, or his designee, to authorize the increase or decrease of the 17 agreements as described above, up to 25% of the contracts' maximum obligation based on each agency's performance and/or availability of funds during the term of the agreement.

**BOARD OF SUPERVISORS**

Gloria Molina  
First District

Yvonne Brathwaite Burke  
Second District

Zev Yaroslavsky  
Third District

Don Knabe  
Fourth District

Michael D. Antonovich  
Fifth District

3. Approve the use of the revised Unit Cost Reimbursement rates which have been adjusted for inflation, as reflected in Attachment C, for community-based tobacco control services, effective July 1, 2003.
4. Approve the attached Appropriation Adjustment in the amount of \$733,000 for Fiscal Year 2003-04 projected expenditures.

PURPOSE/JUSTIFICATION OF THE RECOMMENDED ACTIONS:

In approving the recommended actions, the Board is:

- authorizing the Director of Health Services, or his designee, to sign 17 agreements with community based agencies for the provision of tobacco control and prevention services effective July 1, 2003 through June 30, 2004;
- authorizing the Director of Health Services, or his designee, to increase or decrease the 17 agreements as described above, up to 25% of the contracts' maximum obligation based on each agency's performance and/or availability of funds during the term of the agreement.
- approving the use of the revised Unit Cost Reimbursement rates which have been adjusted for inflation, as reflected in Attachment C, for community-based tobacco control services, effective July 1, 2003.
- approving the attached Appropriation Adjustment in the amount of \$733,000 for Fiscal Year ("FY") 2003-04 projected expenditures.

Since 1990, the County's Department of Health Services (DHS or Department) Tobacco Control and Prevention Services Program ("TCP") has received funding from CDHS for the provision of tobacco control and prevention services. Currently, CDHS funding is provided for the following priority areas: decreasing exposure to environmental tobacco smoke, countering pro-tobacco influences, and media advocacy. The CDHS' approved tobacco control plan for Los Angeles County specifies that the Department contract for these services to reduce tobacco use through policy action and social norm change.

Since 1993, the TCP has been reimbursing community-based agencies for contracted services via Board-mandated and approved Unit Cost Reimbursement rates. The TCP is requesting approval from the Board to adjust these reimbursement rates based on inflation. These rates have not been adjusted since 1993.

Current County policy and guidelines require the timely submission of contracts for Board approval. However, these agreements were not scheduled for placement on the Board's agenda three weeks prior to their effective dates due to delays encountered during the contract negotiation process.

FISCAL IMPACT/FINANCING:

The total maximum obligation for the 17 recommended agreements as summarized in Attachment B is \$1,700,000, 100% offset by CDHS funds.

Total program cost for FY 2003-04 is \$6,099,548, of which \$4,399,548 is funded by the State FY 2003-04 allocation and \$1,700,000 is funded by prior year rollover funds. Of the \$6,099,548 projected expenditures, \$5,366,548 of funding is included in the FY 2003-04 Proposed Budget. An Appropriation Adjustment in the amount of \$733,000 is necessary to cover unbudgeted expenditures for FY 2003-04.

There are no net County costs.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS:

Revised Reimbursement Rates

In 1993, the Board instructed the DHS and the Auditor-Controller to develop reimbursement rates for predefined tobacco control services in order to reimburse contractors the same fee for similar services. Prior to the development and implementation of the reimbursement rates (i.e., unit cost reimbursement), contractors were reimbursed for tobacco control program expenses based on a DHS approved detailed operating budget (i.e., line item budget).

Following approval from the Auditor-Controller for use of the DHS's proposed strategies to determine the reimbursement rates, DHS used surveys, field observation, and focus groups to assess the time involved to: 1) plan; 2) execute; and 3) evaluate the tobacco control services. DHS also conducted a study of staff qualifications and salaries, costs of educational materials, and incentives.

On August 10, 1993, the Board approved the implementation of the reimbursement rates with the approval of the 60 tobacco control/perinatal services agreements effective August 10, 1993 through June 10, 1995.

The revised reimbursement rates were adjusted by TCP for inflation according to the Consumer Price Index data for calendar years 1994 through 2002 to reflect current cost of providing various units of tobacco control services. These rates have not been adjusted since 1993.

CDHS

In October 1989, the Governor signed Assembly Bill (AB) 75 into law, which set forth provisions for the distribution of Proposition 99 Tobacco Tax revenues.

On July 31, 1990, the Board approved a Standard Agreement with CDHS effective January 1, 1990 through December 31, 1992, and an appropriation of \$12 million for the County's TCP. On nine subsequent occasions, the Board approved amendments which increased the total State funding and extended the term of the Standard Agreement through June 30, 2001. Total State funding during the period January 1, 1990 through June 30, 2001 was \$91,539,236.

On June 4, 2002, the Board: (1) approved the Acceptance of Allocation Agreement (AOAA) No. TCS-01-19 from the CDHS which provided funding in the amount of \$4,786,742 to support tobacco control activities in FY 2001-02; (2) delegated authority to the Director of Health Services, or his designee, to accept AOAA for subsequent fiscal years funding from CDHS in an amount up to \$4,786,742 to provide funding for the TCP through FY 2003-04, subject to review and approval by County Counsel and notification of Board offices; and (3) delegated authority to the Director of Health Services, or his designee, to execute amendments to the AOAA FY 2001-02 base award or any subsequent fiscal years' award for up to a maximum of 25% through FY 2003-04, subject to review and approval by County Counsel and notification of Board offices.

On May 17, 2002, DHS was informed that due to lower than anticipated cigarette tax revenue, CDHS' allocation to the County would be reduced by \$387,194 for FY 2002-03 and FY 2003-04. Thus, the revised allocation total is \$4,399,548 annually instead of the original allocation of \$4,786,742.

On June 24, 2002, DHS received the AOAA No. TCS-01-19 from CDHS which provides funding in the amount of \$4,399,548 to support tobacco control activities for FY 2002-03. Following approval of the AOAA by County Counsel and notification of Board offices, DHS accepted the AOAA.

DHS anticipates receipt of the AOAA from CDHS for funding in the estimated amount of \$4,399,548 to support tobacco control activities which include the seventeen recommended agreements for FY 2003-04.

The agreements include Board-mandated contract language.

Under the agreements, either party may terminate for convenience upon 30 calendar days advance written notice to the other party.

Attachments A, B, and C, provide additional information.

County Counsel has approved Exhibit I as to form.

#### CONTRACTING PROCESS:

On March 3, 2003, DHS released a Request For Concept Papers ("RFCP") seeking concept papers from qualified: (1) community based organizations; and (2) media/public agencies within Los Angeles County to conduct tobacco control and prevention services programs. DHS received 54 concept papers, of which 49 were in response to the community-based interventions, and five were in response to the media-based interventions. As a result of the RFCP evaluation process, 17 community based organizations are recommended for funding.

DHS advertised on the L.A. County Online Countywide Web Site and in local newspapers.

#### IMPACT ON CURRENT SERVICES (OR PROJECTS):

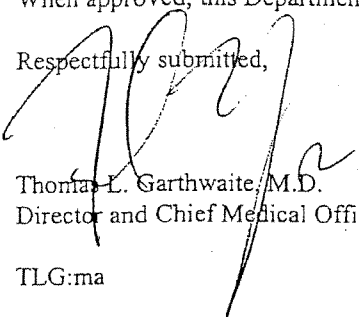
The Board's approval of the recommended actions will ensure the continued provision of tobacco control and prevention services throughout the County.



The Honorable Board of Supervisors  
June 19, 2003  
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When approved, this Department requires three copies of the Board's action.

Respectfully submitted,



Thomas L. Garthwaite, M.D.  
Director and Chief Medical Officer

TLG:ma

Attachments (2)

c: Chief Administrative Officer  
County Counsel  
Executive Officer, Board of Supervisors  
Auditor-Controller

BLCD2883.ma.wpd  
06/16/03

SUMMARY OF AGREEMENT

1. Type of Service:

Tobacco control and prevention services directed toward decreasing exposure to environmental tobacco smoke and countering pro-tobacco influences through the use of 17 community based organizations.

2. Agency Addresses, Contact Persons, and Telephone Numbers:

See Attachment B, for individual details on 17 contractors.

3. Term:

Effective July 1, 2003 through June 30, 2004 (for all 17 agreements).

4. Financial Information:

The total maximum obligation for the 17 recommended agreements as summarized in Attachment B is \$1,700,000, 100% offset by CDHS funds.

Total program cost for FY 2003-04 is \$6,099,548, of which \$4,399,548 is funded by the State FY 2003-04 allocation and \$1,700,000 is funded by prior year rollover funds. Of the \$6,099,548 projected expenditures, \$5,366,548 of funding is included in the FY 2003-04 Proposed Budget. An Appropriation Adjustment in the amount of \$733,000 is necessary to cover unbudgeted expenditures for FY 2003-04. There are no net County costs.

5. Geographic Area:

Countywide.

6. Accountable for Monitoring and Evaluation:

Dee Ann Bagwell, M.A., M.P.H., Director, Tobacco Control and Prevention Program.

7. Approvals:

Public Health: John F. Schunhoff, Ph.D. Chief of Operations

Contracts and Grants Division: Riley J. Austin, Acting Chief

County Counsel (approval as to form): Christina A. Salseda, Deputy County Counsel

**SUMMARY OF RECOMMENDED AGREEMENTS**  
**FISCAL YEAR 2003-04**

Category 1: Countywide tobacco control and prevention services provided by community-based agencies to decrease exposure to environmental tobacco smoke.					
	AGENCY/CONTACT PERSON	SERVICES TO BE PROVIDED	SUPERVISORIAL DISTRICT	SERVICE PLANNING AREA	FUNDING 07/01/03-06/30/04
1	Asian American Drug Abuse Program, Inc. 5318 South Crenshaw Boulevard Los Angeles, California 90043 Telephone/Fax: (323) 293-6284/(323) 295-4075 Diane Ujiye	Decrease secondhand smoke	2 & 4	7 & 8	\$100,000
2	Asian Youth Center 100 West Clary Avenue San Gabriel, California 91776 Telephone/Fax: (626) 309-0622/(626) 309-7017 May L. To	Decrease secondhand smoke	1	3 & 4	\$100,000
3	Economic and Employment Development Center for Cambodian, Lao, & Vietnamese Communities 241 South Figueroa Street #240 Los Angeles, California 90012 Telephone/Fax: (562) 985-5314/(562) 985-8665 James R. Brett	Decrease secondhand smoke	1 & 5	3	\$100,000
4	FAME Health Corporation 2248 South Hobart Boulevard Los Angeles, California 90018 Telephone/Fax: (323) 737-0897/(323) 737-0292 Peggy Graham-Hill	Decrease secondhand smoke	2	5 & 6	\$100,000

	AGENCY/CONTACT PERSON	SERVICES TO BE PROVIDED	SUPERVISORIAL DISTRICT	SERVICE PLANNING AREA	FUNDING 07/01/03-06/30/04
5	Girls Club of Los Angeles 2057 West Century Boulevard Los Angeles, California 90047 Telephone/Fax: (323) 754-2122/ (323) 754-4353 Sonya Vasquez	Decrease secondhand smoke	4	5 & 8	\$100,000
6	Healthier Solutions, Inc. 3175 Oakshire Drive Los Angeles, California 90068 Telephone/Fax: (323) 512-9370/ (323) 512-9374 Robert H. Berger	Decrease secondhand smoke	3	5	\$100,000
7	The Public Health Foundation Enterprises Inc. (dba PHFE Management Solutions) 13200 Crossroads Parkway N., Suite 135 City of Industry, California 91746 Telephone/Fax: (562) 699-7320/ (562) 699-8856 Kelly Rivera	Decrease secondhand smoke	2	8	\$100,000
8	Pueblo Y Salud, Inc. 1024 N. MaClay Avenue, #M13 San Fernando, CA 91340 Telephone/Fax: (818) 837-2272/ (818) 837-2271 Xavier Flores	Decrease secondhand smoke	5	1	\$100,000

	AGENCY/CONTACT PERSON	SERVICES TO BE PROVIDED	SUPERVISORIAL DISTRICT	SERVICE PLANNING AREA	FUNDING 07/01/03-06/30/04
9	Search to Involve Pilipino Americans 3200 West Temple Street Los Angeles, California 90026 Telephone/Fax: (213) 382-4151/ (213) 382-7445 Joel F. Jacinto	Decrease secondhand smoke	3 & 5	2 & 4	\$100,000
10	South Bay Coalition P.O. Box 876 Manhattan Beach, California 90266 Telephone/Fax: (310) 372-7724/ (310) 792-8187 Karen Carr	Decrease secondhand smoke	4	8	\$100,000
11	Social Model Recovery Systems, Inc. 250 East Rowland Street Covina, California 91723 Telephone/Fax: (626) 332-3145/ (626) 974-4164 Zelenne Cardenas	Decrease secondhand smoke	1	4	\$100,000
12	T.H.E. Clinic For Women, Inc. 3860 W. Martin Luther King Blvd. Los Angeles, California 90008 Telephone/Fax: (323) 295-6571/ (323) 295-6577 Grace Sison	Decrease secondhand smoke	3	2	\$100,000

	AGENCY/CONTACT PERSON	SERVICES TO BE PROVIDED	SUPERVISORIAL DISTRICT	SERVICE PLANNING AREA	FUNDING 07/01/03-06/30/04
13	Watts HealthCare Corporation 10300 South Compton Avenue Los Angeles, California 90002 Telephone/Fax: (310) 800-0602/ (310) 638-4795 Audrey L. Smith	Decrease secondhand smoke	2 & 4	6	\$100,000
Total Funding For Category 1:					\$1,300,000

	AGENCY/CONTACT PERSON	SERVICES TO BE PROVIDED	SUPERVISORIAL DISTRICT	SERVICE PLANNING AREA	FUNDING 07/01/03-06/30/04
Category 2: Countywide tobacco control and prevention services provided by community-based agencies to counter pro-tobacco influences.					
1	California State University Long Beach Foundation 1250 Bellflower Boulevard Long Beach, California 90840 Telephone/Fax: (562) 985-5314/ (562) 985-8665 James R. Brett	Counter Pro-Tobacco Influences	2 & 3	5 & 6	\$100,000
2	Community Employment Project, Inc. 11550 East Rosecrans Avenue Norwalk, California 90650 Telephone/Fax: (562) 863-4786/(562) 466-6478 Robert Gulden	Counter Pro-Tobacco Influences	4	7	\$100,000
3	Los Angeles Gay and Lesbian Community Services Center (dba L.A. Gay and Lesbian Center) 1625 North Schrader Boulevard Los Angeles, California 90028 Telephone/Fax: (323) 860-7328/ (323) 860-7340 Jeff Bailey	Counter Pro-Tobacco Influences	3 & 5	1 & 4	\$100,000
4	Valley Community Clinic 5648 Vineland Avenue North Hollywood, California 91601 Telephone/Fax: (818) 763-1718/ (818) 763-7231 Kevin Weiler	Counter Pro-Tobacco Influences	5	2	\$100,000
Total Funding For Category 2:					\$400,000
TOTAL FUNDING:					\$1,700,000

Financial Information:

Period	
07/01/03-	
<u>06/30/04</u>	

Maximum County Obligation:	\$1,700,000
Less: State Reimbursement:	<u>\$1,700,000</u>
Net County Costs:	\$ -0-

Accountable for Program Monitoring:

Dee Ann Bagwell, M.A., M.P.H., Director, Tobacco Control and Prevention Program

Approvals:

Public Health: John F. Schunhoff, Chief of Operations

Contracts and Grants Division: Riley J. Austin, Acting Chief

County Counsel (approval as to form): Christina A. Salseda, Deputy County Counsel



<b>Los Angeles Department of Health Services Tobacco Control and Prevention Service Programs 2003-2004 Unit Cost Reimbursement Rates - PROPOSED</b>				
Service Category	Service #	Service Objective Description	Current Rate	Adjusted Rate
Tobacco Outreach #1	TO1	One-on-one outreach outside of agency in the community or targeted areas the agency serves.	\$69	\$86
Tobacco Outreach #2	TO2	One-on-one outreach at clinics or programs within the agency.	\$27	\$34
Tobacco Outreach #3	TO3	Small events ( <i>29-45 participants</i> ) to advocate tobacco issues & available services.	\$321	\$400
Tobacco Outreach #4	TO4	Large events ( <i>100 or more participants</i> ) to advocate tobacco control issues & available services. This service category requires at least 30 days prior approval from your contract manager.	\$878	\$1093
Tobacco Outreach #5	TO5	Small group meetings ( <i>15-30 participants</i> ) in boys & girls clubs, community centers, housing projects, parks & recreation centers, religious organizations, or other local venues to increase mobilization in the communities and refer participants to appropriate services.	\$140	\$174
Tobacco Outreach #6	TO6	Large group meetings ( <i>more than 30 participants</i> ) in religious organizations, community centers, housing projects, or other local venues to increase awareness and refer participants to services.	\$235	\$293
Tobacco Prevention #1	TP1	Group training of peer counselors( <i>more than 10 participants</i> ) or training of outreach workers.	\$432	\$538
Tobacco Prevention #2	TP2	Small group single session training for tobacco prevention presentations ( <i>10-30 participants - 12 years or older</i> ).	\$174	\$217
Health Promotion #1	HP1	Conduct small group single session tobacco cessation services ( <i>5-20 participants</i> ) to smokers.	\$167	\$208
Business Outreach #1	BO1	Face-to face outreach ( <i>initial and follow-up visits</i> ) to small business owners/managers with three (3) or more employees, to advocate for tobacco issues, discuss current state or local regulations that pertain to smoking in the workplace, and provide employees with a list of available cessation programs and hotline numbers.	\$147	\$183
Business Outreach Refusal	BO1R	Refused face-to face outreach ( <i>initial visit</i> ) to business owners/managers with three (3) or more employees, to advocate for tobacco issues, discuss current state or local regulations that pertain to smoking in the workplace, and provide employees with a list of available cessation programs and hotline numbers.	\$73.50	\$93
Business Health Promotion #1	BHP1	Conduct employee training, distribute self-help materials and other tobacco brochures/educational materials/laws in small businesses, and/or provide employees with a list of available cessation programs and hotline numbers.	\$102	\$127
Merchant Outreach #1	MO1	Face-to face outreach ( <i>initial and follow-up visits</i> ) to merchants to advocate for tobacco issues, discuss current state or local regulations that pertain to the sale of tobacco to minors, the sale of single cigarettes, tobacco advertising, and assess compliance with laws/regulations.	\$147	\$183
Merchant Outreach Refusal	MO1R	Refused face-to face outreach ( <i>initial visit</i> ) to merchants to advocate tobacco issues, discuss current state or local regulations that pertain to the sale of tobacco to minors, the sale of single cigarettes, tobacco advertising, and assess compliance with laws/regulations.	\$73.50	\$93
Merchant Hlth Promotion #1	MHP1	Conduct employee training and distribute tobacco brochures/ educational materials/laws to merchants, assist merchants to remove self-service displays or advertising, and/or provide employees with a list of available cessation programs and hotline numbers.	\$102	\$127

Unit Cost Reimbursement – Consumer Price Index Adjustment. To update the Unit Cost Reimbursement Rates Form, published Consumer Price Index (CPI) Data (U.S. Department of Labor, Bureau of Labor Statistics) were utilized to convert the current costs from 1993 dollars to 2002 dollars. No specific CPI category fit the types of services listed on the Unit Cost Reimbursement Rates Form, so the general category (All Urban Consumers - All Items) was used. The annual CPI data for this category was obtained from the U.S. Department of Labor, Bureau of Labor Statistics website (<http://www.bls.gov/home.htm>). Next, the annual CPI percentage changes between each year from 1993 to 2002 were calculated. The annual CPI percentage changes ranged from 1.56% to 3.36%. Finally, these annual CPI percentage changes were applied to each of the Service Categories on the Unit Cost Reimbursement Rates Form to calculate the cost adjustments from 1993 to 2002.

COUNTY OF LOS ANGELES  
REQUEST FOR APPROPRIATION ADJUSTMENTDEPT'S.  
No.

DEPARTMENT OF Health Services

June 18, xpx2003

## AUDITOR-CONTROLLER.

THE FOLLOWING APPROPRIATION ADJUSTMENT IS DEEMED NECESSARY BY THIS DEPARTMENT. WILL YOU PLEASE REPORT AS TO ACCOUNTING AND AVAILABLE BALANCES AND FORWARD TO THE CHIEF ADMINISTRATIVE OFFICER FOR HIS RECOMMENDATION OR ACTION.

ADJUSTMENT REQUESTED AND REASONS THEREFOR

(FY2003-04 BA)

4-VOTE

SOURCES:Public Health Services  
State-Other CHIP-HEALTH EDUCATION (MW)  
A01-HS-23450-8876 \$733,000  
TOTAL: \$733,000USES:Public Health Services  
Services and Supplies  
A01-HS-23450-2000 \$733,000  
TOTAL: \$733,000Justification:

This adjustment is necessary to cover unbudgeted expenditures to providing tobacco control and prevention services for the period of July 1, 2003 through June 30, 2004. Funding is provided by Proposition 99 Tobacco Tax. There is no impact on county operating subsidy.

EM:mw

06/18/03

Eirain Munoz, Chief

CHIEF ADMINISTRATIVE OFFICER'S REPORT

DHS-Controller's Division

REFERRED TO THE CHIEF  
ADMINISTRATIVE OFFICER FOR—

ACTION

RECOMMENDATION

APPROVED AS REQUESTED

AS REVISED

APPROVED (AS REVISED):  
BOARD OF SUPERVISORS

19

BY

DEPUTY COUNTY CLERK

AUDITOR-CONTROLLER BY

No. 3

JUNE 19 2003

SEND 6 COPIES TO THE AUDITOR-CONTROLLER

Contract No. \_\_\_\_\_

TOBACCO CONTROL AND PREVENTION SERVICES AGREEMENT

THIS AGREEMENT is made and entered into this \_\_\_\_\_ day  
of \_\_\_\_\_, 2003,

by and between COUNTY OF LOS ANGELES (hereafter  
"County"),

and \_\_\_\_\_  
(hereafter "Contractor").

WHEREAS, California Health and Safety Code Section 101025 places upon County's Board of Supervisors the duty to preserve and protect the public's health; and

WHEREAS, California Health and Safety Code Section 101000 requires County's Board of Supervisors to appoint a County Health Officer, and Title 17, California Code of Regulations, Section 1276 requires the County Health Officer, who is also the Director of County's Department of Health Services (DHS), to provide services directed toward the prevention or mitigation of chronic diseases within the jurisdiction of County; and

WHEREAS, County has been allocated State funds from the California Department of Health Services (CDHS) as appropriated by Assembly Bill 493, California Health and Safety Code Section 349.109; and

WHEREAS, County's allocation provides for the development and implementation of a local tobacco control and prevention program (hereafter referred to as "DHS Tobacco Control and Prevention Program ["TCP"]"), the objective of which is to provide maximum impact through broad population coverage and by funding resources to high-risk target groups, and

WHEREAS, on March 3, 2003, County released a Request for Concept Papers ("RFCP") for Tobacco Control and Prevention Services: Community-Based Intervention in Los Angeles County competitive selection document with the objective to identify community agencies that could provide services to decrease exposure to environmental tobacco smoke; counter pro-tobacco influences; and media advocacy to promote public health;

WHEREAS, on or about April 1, 2003, Contractor submitted a concept paper in response to County's RFCP for Tobacco Control and Prevention Services: Community-Based Interventions in Los Angeles County, which concept paper is incorporated into this Agreement by reference; and

WHEREAS, County requires Contractor to provide the following services:\_\_\_\_\_

\_\_\_\_\_ ; and

WHEREAS, Contractor possesses the competence, expertise, facilities, and personnel to provide such tobacco control and

prevention services described hereunder and has offered its resources to County to carry out the objectives of the Program which are funded by the State.

WHEREAS, County is authorized by Government Code Section 31000 to contract for these services.

NOW, THEREFORE, the parties hereto agree as follows:

1. TERM: The term of this Agreement shall be effective July 1, 2003, and shall continue, unless sooner terminated or canceled, in full force and effect, to and including June 30, 2004.

In any event, this Agreement may be canceled or terminated at any time by either party, with or without cause, upon the giving of at least thirty (30) calendar days advance written notice to the other party. Further, County may also suspend the performance of services hereunder, in whole or in part, upon the giving of at least a thirty (30) calendar days advance written notice to Contractor. County's notice shall set forth the extent of the suspension and the requirements for full restoration of the performance obligations.

Notwithstanding any other provision of this Agreement, the failure of Contractor or its officers, employees, agents, or subcontractors, to comply with any of the terms of this Agreement or any written directions by or on behalf of County

issued pursuant hereto shall constitute a material breach hereto, and this Agreement may be terminated by County immediately. County's failure to exercise this right of termination shall not constitute a waiver of such right, which may be exercised at any subsequent time.

2. DESCRIPTION OF SERVICES: Contractor shall provide tobacco control and prevention services in the manner described in Attachment I, Scope of Work, attached hereto and incorporated herein by reference.

In addition, all services provided during the term of this Agreement shall be in the manner and form described herein and in the following documents, all of which are attached hereto and incorporated herein by reference:

- (1) Exhibit A - Description of Services
- (2) Exhibit B - State of California Department of Health Services Additional Provisions
- (3) Exhibit C - Educational Materials Standards
- (4) Exhibit D - Guidelines on Use of Incentives

3. TOBACCO INFORMATION SERVICES AND EDUCATION MATERIALS: Contractor hereby agrees that all tobacco information and education materials produced and oral presentations conducted with funds under this Agreement shall be in accordance with the Exhibit(s) and Attachment(s), attached hereto. The parties hereby agree that prior to Contractor's publication or

distribution of tobacco related information and education materials or conducting of oral presentations under the provisions of this Agreement, Contractor shall obtain the specific approval of Director. Said approval shall be expedited in order to accomplish the purposes of this Agreement.

On approved materials produced pursuant to this Agreement, Contractor agrees to acknowledge the fact that County contributed funds in whole or in part to Contractor for the production of said materials and to include the statement, "THIS MATERIAL WAS MADE POSSIBLE BY FUNDS THROUGH THE PROPOSITION 99 TAX INITIATIVE FROM LOS ANGELES COUNTY DEPARTMENT OF HEALTH SERVICES" on said materials.

Failure of Contractor to comply with the provisions of this Paragraph, or any directions by or on behalf of County pursuant thereto, shall constitute a material breach hereof, and this Agreement may be terminated immediately. County's failure to exercise this right of termination shall not constitute waiver of such right, which may be exercised at any subsequent time.

4. COPYRIGHTS/RIGHTS IN DATA:

A. Subject Data: As used in this clause, the term "Subject Data" means writings, sound recordings, pictorial reproductions, drawings, designs or graphic representations, procedural manuals, forms, diagrams,

workflow charts, equipment descriptions, data files and data processing or computer programs, and works of any similar nature ("whether or not copyrighted or copyrightable") which are first produced or developed under this Agreement. The term does not include financial reports, cost analyses, and similar information incidental to contract administration.

Contractor shall be prohibited from copyrighting any data, publications, or materials, whether written or audio-visual (hereafter referred to as "Subject Data"), first produced or developed from work supported by County during the term of this Agreement. Additionally, County, State and federal governments may use, duplicate, or disclose in any manner and for any purpose whatsoever, and permit others to do so, all Subject Data delivered under this Agreement.

B. Federal Government, State and County Rights:

Subject only to the provisions of Subparagraph C below, the federal government, State and County may use, duplicate, or disclose in any manner and for any purpose whatsoever, and have or permit others to do so, all Subject Data delivered under this Agreement.

C. License to Copyrighted Data: In addition to the



federal government, State and County rights as provided in Subparagraph B above, with respect to any data which may be copyrighted, the Contractor agrees to and does hereby grant to the federal government, State and County a royalty-free, nonexclusive, and irrevocable license throughout the world to use, duplicate, or dispose of such data in any manner for any State, County and federal government purposes. Provided, however, that such license shall be only to the extent that the Contractor now has, or prior to completion or final settlement of this contract may acquire, the right to grant such license without becoming liable to pay compensation to others solely because of such grant.

5. MAXIMUM OBLIGATION OF COUNTY:

A. During the period of July 1, 2003 through June 30, 2004, the maximum obligation of County for all services provided hereunder shall not exceed

\_\_\_\_\_ Dollars

\$(\_\_\_\_\_). Contractor shall use such funds only to pay for services as set forth in Schedule 1, attached hereto and incorporated herein by reference, and only to the extent that such funds are reimbursable to County from the State.

B. In no event shall County be required to pay Contractor more than the maximum obligation of County as set forth in this Paragraph.

6. BILLING AND PAYMENT:

A. County agrees to compensate Contractor in accordance with the payment structure set forth in the Exhibit(s) and Attachment(s), attached hereto and incorporated herein by reference.

B. "Provision of Services" as used in this Paragraph includes time spent performing any service activities designated in the Exhibit(s) and Attachment(s), and also includes time spent on preparation for such activities.

C. Unit Cost Reimbursement: County agrees to compensate Contractor at rates for units of service as established by the County and as set forth in the Schedule(s), attached hereto. Contractor shall submit reimbursement claims along with evaluation forms and any other required documents in duplicate on claim forms as may be furnished or required by County. Each claim shall be approved and signed by Contractor's duly authorized designee.

D. Original invoices shall be submitted directly to the Tobacco Control and Prevention Program office ("TCP");

3530 Wilshire Boulevard, Suite 800; Los Angeles, California 90010; no later than five (5) working days after the end of each calendar month.

E. Submission of Outstanding/Final Invoices and Non-Payment of Invoices: Upon expiration or prior termination of this Agreement, Contractor shall submit to TCP, within ninety (90) calendar days, any outstanding and/or final invoice(s) for processing and payment. Contractor's failure to submit any outstanding and/or final invoice(s) to TCP within the specified period described above, shall constitute Contractor's waiver to receive payment for any outstanding and/or final invoices.

7. NO PAYMENT FOR SERVICES PROVIDED FOLLOWING EXPIRATION/TERMINATION OF AGREEMENT: Contractor shall have no claim against County for payment of any money or reimbursement, of any kind whatsoever, for any service provided by Contractor after the expiration or other termination of this Agreement. Should Contractor receive any such payment it shall immediately notify County and shall immediately repay all such funds to County. Payment by County for services rendered after expiration/termination of this Agreement shall not constitute a waiver of County's right to recover such payment from

Contractor. This provision shall survive the expiration or other termination of this Agreement.

8. FUNDING/SERVICES ADJUSTMENTS AND REALLOCATION:

A. If sufficient monies are available from federal, State, or County funding sources, and upon Director's or his authorized designee's specific written approval, County may require additional services and pass on to Contractor an increase to the applicable County maximum obligation as payment for such services, as determined by County. For the purposes of this provision, Director's authorized designee shall be the Assistant Director of Health Services, Administrative and Financial Services or the Director of TCP. If monies are reduced by federal, State, or County funding sources, County may also decrease the applicable County maximum obligation as determined by County. Such funding changes will not be retroactive, but will apply to future services following the provision of written notice from Director to Contractor. If such increase or decrease does not exceed twenty-five percent (25%) of the applicable County maximum obligation, Director may approve such funding changes. Director shall provide prior written notice of such funding changes to Contractor and to County's Chief Administrative Officer. If the

increase or decrease exceeds twenty-five percent (25%) of the applicable County maximum obligation, approval by the County's Board of Supervisors shall be required. Any such change in any County maximum obligation shall be effected by an amendment to this Agreement pursuant to the ALTERATION OF TERMS Paragraph of this Agreement.

B. County and Contractor shall review Contractor's expenditures and commitments to utilize any funds, which are specified in this Agreement for the services hereunder and which are subject to time limitations as determined by Director, midway through each County fiscal year during the term of this Agreement, midway through the applicable time limitation period for such funds if such period is less than a County fiscal year, and/or any other time or times during each County fiscal year as determined by Director. At least fifteen (15) calendar days prior to each such review, Contractor shall provide Director with a current update of all of Contractor's expenditures and commitments of such funds during such County fiscal year or other applicable time period.

If County determines from reviewing Contractor's records of services delivery and billings to County, that a significant underutilization of funds provided under this

Agreement will occur over its term, the Director or County's Board of Supervisors may either move such funds to an Exhibit, Attachment, Schedule, and/or budget or measurable objective category in this Agreement where such funds can be more effectively used by Contractor, or reduce the applicable County maximum obligation for services provided hereunder and reallocate such funds to other providers. Director may reallocate a maximum of twenty-five percent (25%) of the applicable County maximum obligation. Director shall provide written notice of such reallocation to Contractor and to County's Chief Administrative Officer. Reallocation of funds in excess of the aforementioned amounts shall be approved by County's Board of Supervisors. Any such change in any County maximum obligation shall be effected by an amendment to this Agreement pursuant to the ALTERATION OF TERMS Paragraph of this Agreement.

9. NONEXCLUSIVITY: Contractor acknowledges that it is not the exclusive provider to County of the tobacco control and prevention services to be provided under this Agreement, that County has, or intends to enter into, contracts with other providers or said services, and that County reserves the right to itself perform the services with its own County personnel.

During the term of this Agreement, Contractor agrees to provide County with the services described in the Agreement.

10. RULES AND REGULATIONS: During the time that Contractor's employees are on County premises, such employees shall be subject to the rules and regulations of such County premises. It is the responsibility of Contractor to acquaint its employees who are to provide services hereunder with such rules and regulations. Contractor shall permanently withdraw any of its employees from the provision of services hereunder upon receipt of written notice from Director that: (1) such employees has violated such rules or regulations, or (2) such employee's actions, while on County premises, indicate that the employee may adversely affect the delivery of health care services. Upon removal of any employee, Contractor shall immediately replace the employee and continue services hereunder.

11. NON-APPROPRIATION OF FUNDS CONDITION: County shall not be obligated for Contractor's performance hereunder or by any provision of this Agreement during any of County's fiscal years (July 1 - June 30) unless and until County's Board of Supervisors appropriates funds for this Agreement in County's budget for each fiscal year. If County's Board of Supervisors fails to appropriate funds for any fiscal year, this Agreement

shall be deemed to have terminated on June 30th of the prior fiscal year. County shall notify Contractor in writing of such non-allocation of funds at the earliest possible date.

12. INDEMNIFICATION: Contractor shall indemnify, defend, and hold harmless County and its Special Districts, elected and appointed officers, employees, and agents from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from or connected with Contractor's acts and/or omissions arising from and/or relating to this Agreement.

13. GENERAL INSURANCE REQUIREMENTS: Without limiting Contractor's indemnification of County and during the term of this Agreement, Contractor shall provide and maintain, and shall require all of its subcontractors to maintain, the following programs of insurance specified in this Agreement. Such insurance shall be primary to and not contributing with any other insurance or self-insurance programs maintained by County, and such coverage shall be provided and maintained at Contractor's own expense. In any event, Contractor may satisfy the insurance coverage requirements specified in this Agreement by providing evidence of Contractor's self-insurance program, as described hereinbelow. Such evidence shall be provided in a



formal declaration (on Contractor's letterhead, if available) that declares Contractor is self-insured for the type and amount of coverage as described in the INSURANCE COVERAGE REQUIREMENTS Paragraph, hereinbelow. Contractor's declaration may be in the form of a corporate resolution or a certified statement from a corporate officer or an authorized principal of Contractor. The statement also must identify which required coverages are self-insured and which are commercially insured. Contractors who are self-insured for workers compensation must provide a copy of their "Certificate of Consent to Self-Insure" issued by the State in which services will be provided. Further, Contractor's self-insurance program must be reviewed and approved by County prior to the effective date of this Agreement.

A. Evidence of Insurance: Certificate(s) or other evidence of coverage satisfactory to County shall be delivered to Director at the: Department of Health Services; Contracts and Grants Division; 313 North Figueroa Street, 6th Floor-East; Los Angeles, California 90012-2659, prior to commencing services under this Agreement. Such certificates or other evidence shall:

- (1) Specifically identify this Agreement.
- (2) Clearly evidence all coverages required in this Agreement.

(3) Contain the express condition that County is to be given written notice by mail at least thirty (30) calendar days in advance of cancellation for all policies evidenced on the certificate of insurance.

(4) Include copies of the additional insured endorsement to the commercial general liability policy, adding County of Los Angeles, its Special Districts, its officials, officers, and employees as insured for all activities arising from this Agreement.

(5) Identify any deductibles or self-insured retentions for County's approval. County retains the right to require Contractor to reduce or eliminate such deductibles or self-insured retentions as they apply to County, or, require Contractor to provide a bond guaranteeing payment of all such retained losses and related costs, including, but not limited to, expenses or fees, or both, related to investigations, claims administrations, and legal defense. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.

B. Insurer Financial Ratings: Insurance is to be provided by an insurance company acceptable to County with

an A.M. Best rating of not less than A:VII, unless otherwise approved by County.

C. Failure to Maintain Coverage: Failure by Contractor to maintain the required insurance, or to provide evidence of insurance coverage acceptable to County, shall constitute a material breach of contract upon which County may immediately terminate or suspend this Agreement. County, at its sole option, may obtain damages from Contractor resulting from said breach. Alternatively, County may purchase such required insurance coverage, and without further notice to Contractor, County may deduct from sums due to Contractor any premium costs advanced by County for such insurance.

D. Notification of Incidents, Claims, or Suits:  
Contractor shall report to County:

(1) Any accident or incident relating to services performed under this Agreement which involves injury or property damage which may result in the filing of a claim or lawsuit against Contractor and/or County. Such report shall be made in writing within twenty-four (24) hours of occurrence.

(2) Any third party claim or lawsuit filed against Contractor arising from or related to services performed by Contractor under this Agreement.

(3) Any injury to a Contractor employee which occurs on County property. This report shall be submitted on a County "Non-Employee Injury Report" to County contract manager.

(4) Any loss, disappearance, destruction, misuse, or theft of any kind whatsoever of County property, monies, or securities entrusted to Contractor under the terms of this Agreement.

E. Compensation for County Costs: In the event that Contractor fails to comply with any of the indemnification or insurance requirements of this Agreement, and such failure to comply results in any costs to County, Contractor shall pay full compensation for all costs incurred by County.

F. Insurance Coverage Requirements for Subcontractors: Contractor shall ensure any and all subcontractors performing services under this Agreement meet the insurance requirements of this Agreement by either:

(1) Contractor providing evidence of insurance covering the activities of subcontractors, or

(2) Contractor providing evidence submitted by subcontractors evidencing that subcontractors maintain the required insurance coverage. County retains the right to obtain copies of evidence of subcontractor insurance coverage at any time.

14. INSURANCE COVERAGE REQUIREMENTS:

A. General Liability Insurance (written on Insurance Services Office ["ISO"] policy form "CG 00 01" or its equivalent) with limits of not less than the following:

General Aggregate:	\$2 Million
Products/Completed Operations Aggregate:	\$1 Million
Personal and Advertising Injury:	\$1 Million
Each Occurrence:	\$1 Million

Such coverage also shall cover liability arising from any error, omission, negligent or wrongful act of the Contractor, its officers or employees, and relating to any actual or alleged infringement of any patent or copyright, or other rights of any third party.

B. Automobile Liability Insurance (written on ISO policy form "CA 00 01" or its equivalent) with a limit of liability of not less than \$1 Million for each accident. Such insurance shall include coverage for all "owned",

"hired" and "non-owned" vehicles, or coverage for "any auto".

C. Workers Compensation and Employers' Liability insurance providing workers compensation benefits, as required by the Labor Code of the State of California or by any other state, and for which Contractor is responsible.

In all cases, the above insurance also shall include Employers' Liability coverage with limits of not less than the following:

Each Accident:	\$1 Million
Disease - Policy Limit:	\$1 Million
Disease - Each Employee:	\$1 Million

D. Professional Liability: Insurance covering liability arising from any error, omission, negligent or wrongful act of the Contractor, its officers or employees with limits of not less than \$1 million per occurrence and \$3 million aggregate. The coverage also shall provide an extended two year reporting period commencing upon termination or cancellation of this Agreement.

15. PROHIBITION AGAINST ASSIGNMENT AND DELEGATION:

A. Contractor shall not assign its rights or delegate its duties under this Agreement, or both, whether in whole or in part, without the prior written consent of County.

Any assignment or delegation which does not have such prior County consent shall be null and void. For purposes of this Paragraph, such County consent shall require a written amendment to this Agreement which is formally approved and executed by the parties. Any billings to County by any delegatee or assignee on any claim under this Agreement, absent such County consent, shall not be paid by County. Any payments by County to any delegatee or assignee on any claim under this Agreement, in consequence of any such County consent, shall reduce dollar for dollar any claims which Contractor may have against County and shall be subject to set-off, recoupment, or other reduction for any claims which County may have against Contractor, whether under this Agreement or otherwise.

B. Shareholders or partners, or both, of Contractor may sell, exchange, assign, divest, or otherwise transfer any interest they may have therein. However, in the event any such sale, exchange, assignment, divestment, or other transfer is effected in such a way as to give majority control of Contractor to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of this Agreement, then prior written consent thereof by

County's Board of Supervisors shall be required. Any payments by County to Contractor on any claim under this Agreement shall not waive or constitute such County consent. Consent to any such sale, exchange, assignment, divestment, or other transfer shall be refused only if County, in its sole judgement, determines that the transferee(s) is (are) lacking in experience, capability, or financial ability to perform all Agreement services and other work. This in no way limits any County right found elsewhere in this Agreement, including, but not limited to, any right to terminate this Agreement.

16. SUBCONTRACTING:

A. For purposes of this Agreement, subcontracts shall be approved by Director or his/her authorized designee(s). Contractors's request to Director for approval of a subcontract shall include:

(1) Identification of the proposed subcontractor and an explanation of why and how the proposed subcontractor was selected, including the degree of competition involved.

(2) A description of the services to be provided under the subcontract.



(3) The proposed subcontract amount, together with Contractor's cost or price analysis thereof.

(4) A copy of the proposed subcontract. Any later modification of such subcontract shall take the form of a formally written subcontract amendment which must be approved in writing by Director before such amendment is effective.

B. Subcontracts issued pursuant to this Paragraph shall be in writing and shall contain at least the intent of all of the Paragraphs of the body of this Agreement and the requirements of the exhibit(s) and schedule(s) attached hereto.

C. At least thirty (30) calendar days prior to the subcontract's proposed effective date, Contractor shall submit for review and approval to Director, a copy of the proposed subcontract instrument. With the Director's written approval of the subcontract instrument, the subcontract may proceed.

D. Subcontracts shall be made in the name of Contractor and shall not bind nor purport to bind County. The making of subcontracts hereunder shall not relieve Contractor of any requirement under this Agreement, including, but not limited to, the duty to properly

supervise and coordinate the work of subcontractors.

Approval of the provisions of any subcontract by County shall not be construed to constitute a determination of the allowability of any cost under this Agreement. In no event shall approval on any subcontract by County be construed as effecting any increase in the amount contained in MAXIMUM OBLIGATION OF COUNTY Paragraph.

E. A fully signed and executed copy of such subcontract shall be provided by Contractor and delivered to County's TCP, 3530 Wilshire Boulevard, 8th Floor, Los Angeles, California 90010, within thirty (30) calendar days after the effective date of subcontract.

17. PUBLIC OFFICIALS: No funds pursuant to this Agreement shall be used to feature in any manner the image or voice of any elected official or candidate for elected office, or directly represent the views of any elected public official or candidate for elected office.

18. COMPLIANCE WITH APPLICABLE LAW:

A. Contractor shall comply with the requirements of all federal, State, and local laws, ordinances, regulations, rules, guidelines, and directives, applicable to its performance hereunder. To the extent there is any

conflict between federal and State or local laws, the former shall prevail.

Any reference to a specific statute, regulation, or any other document not prepared by County is deemed to include a reference to any amendment thereto as of the effective date of such amendment; further, this Agreement shall be interpreted and the parties' duties and obligations under this Agreement shall be consistent with any amendment to any applicable statute, regulation, or other document not prepared by County which occurs after the effective date of the Agreement.

B. Contractor shall indemnify and hold harmless County from and against any and all loss, damage, liability, or expense resulting from any violation on the part of Contractor, its officers, employees, or agents, of such federal, State, or local laws, regulations, guidelines, or directives.

19. ADDITIONAL PROVISIONS: Attached hereto and incorporated herein by reference, are documents labeled ADDITIONAL PROVISIONS and STATE OF CALIFORNIA DEPARTMENT OF HEALTH SERVICES ADDITIONAL PROVISIONS, (hereafter jointly referred to as "Additional Provisions") all of which the terms and conditions therein contained are part of this Agreement.

20. CONSTRUCTION: To the extent there are any rights, duties, obligations, or responsibilities enumerated in the recitals or otherwise in this Agreement, they shall be deemed a part of the operative provisions of this Agreement and are fully binding upon the parties.

21. CONFLICT OF TERMS: To the extent that there exists any conflict or inconsistency between the language of this Agreement (including its ADDITIONAL PROVISIONS) and that of any Exhibit(s), Attachment(s), and any documents incorporated herein by reference, the language found within this Agreement shall govern and prevail.

22. ALTERATION OF TERMS: This Agreement (including its ADDITIONAL PROVISIONS), and any Exhibit(s) and/or Attachment(s) attached hereto, fully expresses all understandings of the parties concerning all matters covered and shall constitute the total Agreement. No addition to, or alteration of, the terms of this Agreement, whether by written or verbal understanding of the parties, their officers, employees or agents, shall be valid and effective unless made in the form of a written amendment to this Agreement which is formally approved and executed by the parties in the same manner as this Agreement.

23. CONTRACTOR'S OFFICES: Contractor's office is located at \_\_\_\_\_.

Contractor's business telephone number is (\_\_\_\_) \_\_\_\_\_ and facsimile/FAX number is (\_\_\_\_) \_\_\_\_\_. Contractor shall notify County, in writing, of any changes made to its business address, business telephone number and/or facsimile/FAX number as listed herein, or any other business address, business telephone number and/or facsimile/FAX number used in the provision of services herein, at least ten (10) calendar days prior to the effective date(s) thereof.

24. NOTICES: Notices hereunder shall be in writing and may either be delivered personally or sent by registered or certified mail, return receipt requested, postage prepaid, attention to the parties at the addresses listed below. Director is authorized to execute all notices or demands which are required or permitted by County under this Agreement. Addresses and parties to be notified may be changed by providing at least ten (10) working days prior written notice to the other party.

A. Notices to County shall be addressed as follows:

- (1) Department of Health Services  
Public Health  
313 North Figueroa Street, Room 806  
Los Angeles, California 90012

Attention: Chief of Operations, Public Health

(2) Department of Health Services  
Contracts and Grants Division  
313 North Figueroa Street, 6th Floor-East  
Los Angeles, California 90012

Attention: Division Chief

(3) Department of Health Services  
Public Health Finance  
555 Ferguson Drive, Suite 120  
City of Commerce, California 90022

Attention: Grant Manager

(4) Department of Health Services  
Tobacco Control and Prevention Program  
3530 Wilshire Boulevard, Suite 800  
Los Angeles, California 90010

Attention: Director

B. Notices to Contractor shall be addressed as follows:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Attention: \_\_\_\_\_

IN WITNESS WHEREOF, the Board of Supervisors of the County  
of Los Angeles has caused this Agreement to be subscribed by its

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Director of Health Services, and Contractor has caused this Agreement to be subscribed in its behalf by its duly authorized officer, the day, month, and year first above written.

COUNTY OF LOS ANGELES

By \_\_\_\_\_  
Thomas L. Garthwaite, M.D.  
Director and Chief Medical  
Officer

\_\_\_\_\_  
Contractor

By \_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

Title \_\_\_\_\_  
(AFFIX CORPORATE SEAL HERE)

APPROVED AS TO FORM  
BY THE OFFICE OF THE COUNTY COUNSEL  
LLOYD W. PELLMAN  
County Counsel

By \_\_\_\_\_  
Deputy

APPROVED AS TO CONTRACT  
ADMINISTRATION:

Department of Health Services

By \_\_\_\_\_  
Acting Chief, Contracts and  
Grants Division

ma:6/25/03  
AGCD2939.ma.wpd

ADDITIONAL PROVISIONS  
DEPARTMENT OF HEALTH SERVICES  
TOBACCO CONTROL AND PREVENTION SERVICES AGREEMENT

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ADDITIONAL PROVISIONS

DEPARTMENT OF HEALTH SERVICES

TOBACCO CONTROL AND PREVENTION SERVICES AGREEMENT

1. ADMINISTRATION: Director shall have the authority to administer this Agreement on behalf of County. Contractor agrees to extend to Director, or to authorized federal, State, County, and local governmental representatives, the right to review and monitor Contractor's programs, policies, procedures, and financial and/or other records, and to inspect its business offices, facilities, and/or County work site areas, for contractual compliance at any reasonable time.

2. FORM OF BUSINESS ORGANIZATION AND FISCAL DISCLOSURE:

A. Form of Business Organization: Contractor shall prepare and submit to Director upon request, a statement executed by Contractor's duly constituted officers or Board of Directors, containing the following information with supportive documentation:

(1) The form of Contractor's business organization, i.e., sole proprietorship, partnership, limited liability company ("LLC"), or corporation.

(2) Articles of Incorporation and By-Laws (or

articles of organization, certificate of formation, certificate of registration, and operating agreement if Contractor's organization is a LLC).

(3) A detailed statement indicating whether Contractor is totally or substantially owned by another business organization (i.e., another legal entity or parent corporation).

(4) Board Minutes, or other legal documentation, identifying who is authorized on behalf of Contractor to conduct business, make commitments, and enter into binding agreements with County. Such Board Minutes, or legal documentation, shall especially confirm that the person executing this Agreement for Contractor is an authorized agent who has actual authority to bind Contractor to each and every term, condition, and obligation set forth in this Agreement.

(5) A detailed statement indicating whether Contractor totally or partially owns any other business organization that will be providing services supplies, materials, or equipment to Contractor or in any manner does business with Contractor under this Agreement.

(6) If, during the term of this Agreement, the form of Contractor's business organization changes, or

the ownership of Contractor changes, or Contractor's ownership of other businesses dealings with County under this Agreement changes, Contractor shall notify Director in writing detailing such changes within thirty (30) calendar days prior to the effective date thereof.

B. Fiscal Disclosure: Contractor shall prepare and submit to Director, within ten (10) calendar days following execution of this Agreement, a statement executed by Contractor's duly constituted officers or Board of Directors, containing the following information:

(1) A detailed statement listing all sources of funding to Contractor, including but not limited to, private contributions, if any. The statement shall include the nature of the funding, services to be provided, total dollar amount, and period of time of such funding.

(2) If, during the term of this Agreement, the source(s) of Contractor's funding changes, Contractor shall promptly notify the Director in writing detailing such changes.

3. NONDISCRIMINATION IN SERVICES:

A. Contractor shall not discriminate in the provision

of services hereunder because of race, color, religion, national origin, ethnic group identification, ancestry, sex, age, marital status, political affiliation, or condition of physical or mental handicap, in accordance with requirements of federal and State laws, or in any manner on the basis of a client's/ patient's sexual orientation. For the purpose of this Paragraph, discrimination in the provision of services may include, but is not limited to, the following: denying any person any service or benefit or the availability of a facility; providing any service or benefit to any person which is not equivalent, or is provided in a non-equivalent manner or at a non-equivalent time, from that provided to others; subjecting any person to segregation or separate treatment in any manner related to the receipt of any service; restricting any person in any way in the enjoyment of any advantage or privilege enjoyed by others receiving any service or benefit; and treating any person differently from others in determining admission, enrollment quota, eligibility, membership, or any other requirements or conditions which persons must meet in order to be provided any service or benefit. Contractor shall take affirmative action to ensure that intended beneficiaries of this

Agreement are provided services without regard to race, color, religion, national origin, ethnic group identification, ancestry, sex, age, marital status, political affiliation, condition of physical or mental handicap, or sexual orientation.

In addition, Contractor's facility access for the handicapped must fully comply with section 504 of the federal Rehabilitation Act of 1973 and Title III of the federal Americans with Disabilities Act of 1990.

B. Contractor shall further establish and maintain written complaint procedures under which any person applying for or receiving any services under this Agreement may seek resolution from Contractor of a complaint with respect to any alleged discrimination in the rendering of services by Contractor's personnel. Such procedures shall also include a provision whereby any such person, who is dissatisfied with Contractor's resolution of the matter, shall be referred by Contractor to Director for the purpose of presenting his or her complaint of the alleged discrimination. Such procedures shall also indicate that if such person is not satisfied with County's resolution or decision with respect to the complaint of alleged discrimination, he or she may appeal the matter to the

State Department of Health Services' ("SDHS") Affirmative Action Division, if appropriate. At the time any person applies for services under this Agreement, he or she shall be advised by Contractor of these procedures.

A copy of such procedures, as identified hereinabove, shall be posted by Contractor in a conspicuous place, available and open to the public, in each of Contractor's facilities where services are provided hereunder.

4. NONDISCRIMINATION IN EMPLOYMENT:

A. Contractor certifies and agrees, pursuant to the federal Rehabilitation Act of 1973, the federal American with Disabilities Act of 1990, and all other federal and State laws, as they now exist or may hereafter be amended, that it shall not discriminate against any employee or applicant for employment because of race, color, religion, national origin, ethnic group identification, ancestry, sex, age, marital status, political affiliation, condition of physical or mental handicap, or sexual orientation.

Contractor shall take affirmative action to ensure that qualified applicants are employed, and that employees are treated during employment, without regard to race, color, religion, national origin, ethnic group identification, ancestry, sex, age, marital status, political affiliation,



condition of physical or mental handicap, or sexual orientation, in accordance with federal and State laws. Such action shall include, but not be limited to the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

Contractor shall post in conspicuous places in each of Contractor's facilities providing services hereunder, positions available and open to employees and applicants for employment, and notices setting forth the provisions of this Paragraph.

B. Contractor shall, in all solicitations or advertisements for employees placed by or on behalf of Contractor, state that all qualified applicants shall receive consideration for employment without regard to race, color, religion, national origin, ethnic group identification, ancestry, sex, age, marital status, political affiliation, condition of physical or mental handicap, or sexual orientation, in accordance with requirements of federal and State laws.

C. Contractor shall send to each labor union or representative of workers with which it has a collective

bargaining agreement, or other contract of understanding, a notice advising the labor union or workers' representative of Contractor's commitments under this Paragraph.

D. Contractor certifies and agrees that it shall deal with its subcontractor, bidders, or vendors without regard to race, color, religion, national origin, ethnic group identification, ancestry, sex, age, marital status, political affiliation, condition of physical or mental handicap, or sexual orientation, in accordance with requirements of federal and State laws.

E. Contractor shall allow federal, State, and County representatives, duly authorized by Director, access to its employment records during regular business hours in order to verify compliance with the anti-discrimination provisions of this Paragraph. Contractor shall provide such other information and records as such representatives may require in order to verify compliance with the anti-discrimination provisions of this Paragraph.

F. If County finds that any of the provisions of this Paragraph have been violated, the same shall constitute a material breach of Agreement upon which Director may suspend, or County may determine to cancel, terminate, or suspend, this Agreement. While County reserves the right

to determine independently that the anti-discrimination provisions of this Agreement have been violated, in addition, a determination by the California Fair Employment Practices Commission or the federal Equal Employment Opportunity Commission that Contractor has violated federal or State anti-discrimination laws shall constitute a finding by County that Contractor has violated the anti-discrimination provision of this Agreement.

G. The parties agree that in the event Contractor violates any of the anti-discrimination provisions of this Agreement, County shall be entitled, at its option, to the sum of Five Hundred Dollars (\$500) pursuant to California Civil Code section 1671 as liquidated damages in lieu of canceling, terminating, or suspending this Agreement.

5. FAIR LABOR STANDARDS ACT: Contractor shall comply with all applicable provisions of the federal Fair Labor Standards Act, and shall indemnify, defend, and hold harmless County, its officers, employees, and agents from any and all liability including, but not limited to, wages, overtime pay, liquidated damages, penalties, court costs, and attorneys' fees arising under any wage and hour law including, but not limited to, the federal Fair Labor Standards Act for services performed by

Contractor's employees for which County may be found jointly or solely liable.

6. EMPLOYMENT ELIGIBILITY VERIFICATION: Contractor warrants that it fully complies with all federal statutes and regulations regarding employment of aliens and others, and that all its employees performing services hereunder meet the citizenship or alien status requirements contained in federal statutes and regulations. Contractor shall obtain, from all covered employees performing services hereunder, all verification and other documentation of employment eligibility status required by federal statutes and regulations, as they currently exist and as they may be hereafter amended. Contractor shall retain such documentation for all covered employees for the period prescribed by law. Contractor shall indemnify, defend and hold harmless County, its officers, and employees from employer sanctions and any other liability which may be assessed against Contractor or County in connection with any alleged violation of federal statutes or regulations pertaining to the eligibility for employment of persons performing services under this Agreement.

7. NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW: Contractor shall notify and provide to its officers, employees, and agents, and shall require each of Contractor's

subcontractors providing services under this Agreement also notify and provide to its officers, employees, and agents, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. County's fact sheet is available on the Internet at [www.babysafela.org](http://www.babysafela.org) for printing and review purposes.

8. CONTRACTOR'S ACKNOWLEDGMENT OF COUNTY'S COMMITMENT TO THE SAFELY SURRENDERED BABY LAW: Contractor acknowledges that County places a high priority on the implementation of the Safely Surrendered Baby Law. Contractor understands that it is County's policy to encourage Contractor and all of its subcontractors, providing services under this Agreement, if any, to voluntarily post the County's "Safely Surrendered Baby Law" poster in a prominent position at their place of business. County's Department of Children and Family Services will supply Contractor with the poster to be used.

9. CONTRACTOR'S EXCLUSION FROM PARTICIPATION IN A FEDERALLY FUNDED PROGRAM: Contractor hereby warrants that neither it nor any of its staff members is restricted or excluded from providing services under any health care program funded by the federal government, directly or indirectly, in whole or in part, and that Contractor will notify Director in writing, within thirty (30) calendar days, of: (1) any event

that would require Contractor or a staff member's mandatory exclusion from participation in a federally funded health care program; and (2) any exclusionary action taken by any agency of the federal government against Contractor or one or more staff members barring it or the staff members from participation in a federally funded health care program, whether such bar is direct or indirect, or whether such bar is in whole or in part.

Contractor shall indemnify and hold County harmless against any and all loss or damage County may suffer arising from any federal exclusion of Contractor or its staff members from such participation in a federally funded health care program.

Failure by Contractor to meet the requirements of this Paragraph shall constitute a material breach of contract upon which County may immediately terminate or suspend this Agreement.

10. STAFF PERFORMANCE OF SERVICES WHILE UNDER THE INFLUENCE: Contractor shall ensure that no employee or other person under Contractor's control, performs services hereunder while under the influence of any alcoholic beverage, medication, narcotic, or other substance that might impair his/her physical or mental performance.

11. UNLAWFUL SOLICITATION: Contractor shall require all of its officers and employees performing services hereunder to

acknowledge in writing understanding of and agreement to comply with the provisions of Article 9 of Chapter 4 of Division 3 (commencing with section 6150) of Business and Professions Code of the State of California (i.e., State Bar Act provisions regarding unlawful solicitation as a runner or capper for attorneys) and shall take positive and affirmative steps in its performance hereunder to ensure that there is no violation of said provisions by its officers and employees. Contractor agrees to utilize the attorney referral service of all those bar associations within Los Angeles County that have such a service.

12. RECORDS AND AUDITS:

A. Service Records: Contractor shall maintain, and provide upon request by County, accurate and complete records of its activities and operations as they relate to the provision of services, hereunder.

B. Financial Records: Contractor shall prepare and maintain on a current basis, complete financial records in accordance with generally accepted accounting principles and also in accordance with any additional accounting principles and procedures, and standards, which may from time to time be promulgated by Director. All such records shall be sufficient to substantiate all charges billed to County in the performance of this Agreement. Further, all

financial records of Contractor pertaining to this Agreement, including accurate books and records of accounts of its costs and operating expenses, and all records of services (including personnel provided), as well as other financial records pertaining to this Agreement, shall be retained by Contractor for a minimum period of five (5) years following the expiration or prior termination of this Agreement. During such five (5) year period, as well as during the term of this Agreement, all records pertaining to this Agreement, or true and correct copies thereof, including but not limited to, those records described above, shall either: (1) be retained by Contractor, accessible for review by County representatives at a location in Los Angeles County, or (2) if retained by Contractor at a location outside of Los Angeles County, moved from such a location, to a location within Los Angeles County for review, upon Director's request, and made available during County's normal business hours, within ten (10) calendar days, to representatives of County, or federal and State governments, for purposes of inspection and audit. In the event such records are located outside Los Angeles County and Contractor is unable to move such records to Los Angeles County, then Contractor



shall permit such inspection or audit to take place at an agreed to outside location, and Contractor shall pay County for travel, per diem, and other costs related to such inspection and audit.

Contractor shall further agree to provide such records, when possible, immediately to County by facsimile/FAX, or through the internet (i.e., electronic mail ["e-mail"]), upon Director's request. Director's request shall include appropriate County facsimile/FAX number(s) and/or e-mail address(es) for Contractor to provide such records to County. In any event, Contractor shall agree to make available the original documents of such FAX and e-mail records when requested by Director for review as described hereinabove.

C. Federal Access to Records: If, and to the extent that, section 1861 (v)(1)(I) of the Social Security Act [42 United States Code ("U.S.C.") section 1395x (v)(1)(I)] is applicable, Contractor agrees that for a period of five (5) years following the furnishing of services under this Agreement, Contractor shall maintain and make available, upon written request, to the Secretary of the United States Department of Health and Human Services or the Comptroller General of the United States, or to any of their duly

authorized representatives, this Agreement, books, documents, and records of Contractor which are necessary to verify the nature and extent of the cost of services provided hereunder. Furthermore, if Contractor carries out any of the services provided hereunder through any subcontract with a value or cost of Ten Thousand Dollars (\$10,000) or more over a twelve (12) month period with a related organization (as that term is defined under federal law), Contractor agrees that each such subcontract shall provide for such access to the sub-contract, books, documents and records of the subcontractor.

D. County To Be Provided Audit Report(s): In the event that an audit is conducted of Contractor by any federal or State auditor, or any auditor or accountant employed by Contractor or otherwise, Contractor shall file a copy of each such audit report with Director and County's Auditor-Controller within thirty (30) calendar days of Contractor's receipt thereof, unless otherwise provided under this Agreement, or under applicable federal or State regulations. To the extent permitted by law, County shall maintain the confidentiality of such audit report(s).

E. Audit/Compliance Review: In the event County representatives conduct an audit/compliance review of

Contractor, Contractor shall fully cooperate with County's representatives. Contractor shall allow County representatives access to all records of services rendered and all financial records and reports pertaining to this Agreement and shall allow photocopies to be made of these documents utilizing Contractor's photocopier, for which County shall reimburse Contractor its customary charge for record copying services, if requested. Director shall provide Contractor with at least ten (10) working days prior written notice of any audit/compliance review, unless otherwise waived by Contractor.

County may conduct a statistical sample audit/compliance review of all claims paid by County during a specified period. The sample shall be determined in accordance with generally accepted auditing standards. An exit conference shall be held following the performance of such audit/ compliance review at which time the results shall be discussed with Contractor. Contractor shall be provided with a copy of any written evaluation reports.

Contractor shall have the opportunity to review County's findings on Contractor, and Contractor shall have thirty (30) calendar days after receipt of County's audit/compliance review results to provide documentation to

County representatives to resolve the audit exceptions. If, at the end of the thirty (30) calendar day period, there remains audit exceptions which have not been resolved to the satisfaction of County's representatives, then the exception rate found in the audit, or sample, shall be applied to the total County payment made to Contractor for all claims paid during the audit/compliance review period to determine Contractor's liability to County.

F. County Audit Settlements: If, at any time during the term of this Agreement or at any time within five (5) years after the expiration or earlier termination of this Agreement, authorized representatives of County conduct an audit of Contractor regarding the services provided to County hereunder and if such audit finds that County's dollar liability for such services is less than payments made by County to Contractor, then Contractor agrees that the difference shall be either: (1) repaid forthwith by Contractor to County by cash payment, or (2) at Director's option, deducted from any further amount due Contractor from County. If such audit finds that County's dollar liability for services provided hereunder is more than payments made by County to Contractor, then the difference

shall be paid forthwith to Contractor by County by cash payment.

13. REPORTS: Contractor shall make other reports as required by County, or DHS, concerning Contractor's activities and operations as they relate to this Agreement and the provision of services hereunder. In no event, however may County, or DHS, require such reports unless Director has provided Contractor with at least thirty (30) calendar days' prior written notification thereof. Director's notification shall provide Contractor with a written explanation of the procedures for reporting the information required.

14. CONFIDENTIALITY: Contractor shall maintain the confidentiality of all records and information including, but not limited to, billings, County records, and client/patient records, in accordance with all applicable federal, State, and local laws, ordinances, rules, regulations, and directives relating to confidentiality. Contractor shall inform all its officers, employees, agents, and others providing services hereunder of said confidentiality provision of this Agreement. Contractor shall indemnify and hold harmless County, its officers, employees, and agents, from and against any and all loss, damage, liability, and expense arising out of any disclosure of such records and information by Contractor, its

officers, employees, agents, subcontractors, and others providing services hereunder.

15. LICENSES, PERMITS, REGISTRATIONS, ACCREDITATIONS, AND CERTIFICATES: Contractor shall obtain and maintain in effect during the term of this Agreement, all appropriate licenses, permits, registrations, accreditations, and certificates required by all applicable federal, State, and local laws, regulations, guidelines and directives, for the operation of its business and for the provisions of services hereunder. Contractor shall ensure that all of its officers, employees, and agents who perform services hereunder, obtain and maintain in effect during the term of this Agreement, all licenses, permits, registrations, accreditations, and certificates required by federal, State, and local laws, regulations, guidelines and directives, which are applicable to their performance hereunder. Upon Director's written request Contractor shall provide Director with a copy of each license, permit, registration, accreditation, and certificate, as required by all applicable federal, State, and local laws, regulations, guidelines and directives, within ten (10) calendar days thereafter.

16. INDEPENDENT CONTRACTOR STATUS:

A. This Agreement is by and between County and Contractor and is not intended, and shall not be construed,

to create the relationship of employee, agent, servant, partnership, joint venture, or association, as between County and Contractor. The employees and agents of one party shall not be, or be construed to be, employees or agents of the other party for any purpose whatsoever.

B. Contractor shall be solely liable and responsible for providing to, or on behalf of, its officers and employees all legally required employee benefits. County shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, federal, State, and local taxes, or other compensation, benefits, or taxes to, or on behalf of, any personnel provided by Contractor.

C. Contractor understands and agrees that all persons furnishing services to County pursuant to this Agreement are, for purposes of workers' compensation liability, the sole employees of Contractor and not employees of County. Contractor shall bear the sole liability and responsibility for furnishing workers' compensation benefits to any person for injuries arising from or connected with services performed by or on behalf of Contractor pursuant to this Agreement.

17. REQUIREMENT TO NOTIFY EMPLOYEES ABOUT FEDERAL EARNED INCOME CREDIT ("EIC"): Contractor shall notify its employees, and shall require that each of its subcontractors notify its employees, to inform them that they may be eligible for claiming federal EIC as allowed under the federal income tax laws. Such notification shall be provided in accordance with the requirements as set forth in the Department of Treasury Internal Revenue Service's ("IRS") Notice 1015; copies of which, are available from the IRS Forms Distribution Center, by calling 1-(800)-829-3676.

18. COMPLIANCE WITH JURY SERVICE PROGRAM:

A. Jury Service Program: This Agreement is subject to the provisions of the County's ordinance entitled Contractor Employee Jury Service ("Jury Service Program") as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code.

B. Written Employee Jury Service Policy:

(1) Unless Contractor has demonstrated to the County's satisfaction either that Contractor is not a "contractor" as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that Contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code),



Contractor shall have and adhere to a written policy that provides that its Employees shall receive from Contractor, on an annual basis, no less than five (5) days of regular pay for actual jury service.

Contractor's policy may further provide that employees deposit any fees received for such jury service with Contractor or that Contractor deduct from the employee's regular pay the fees received for jury service.

(2) For purposes of this Paragraph, and as set forth in the Jury Service Program provision of the County Code as described hereinabove: "Contractor" shall mean a person, partnership, corporation or other entity, that has a contract with County, or a subcontract with a County Contractor, and has received, or will receive, an aggregate sum of Fifty Thousand Dollars (\$50,000) or more in any twelve (12) month period under one (1) or more County contracts or subcontracts; "employee" shall mean any California resident who is a full-time employee of Contractor; and "full-time" shall mean forty (40) hours or more worked per week, or a lesser number of hours, if: (1) the lesser number is a recognized industry standard as

determined by County, or 2) Contractor has a long-standing practice that defines the lesser number of hours as full-time.

Full-time employees providing short-term temporary services of ninety (90) days or less within a twelve (12) month period are not considered full-time for purposes of the Jury Service Program. If Contractor uses any subcontractor to perform services for County under this Agreement, the subcontractor shall also be subject to the provisions of this Paragraph. The provisions of this Paragraph shall be inserted into any such subcontract agreement and a copy of the Jury Service Program shall be attached to the agreement.

(3) If Contractor is not required to comply with the Jury Service Program on the effective date of this Agreement, Contractor shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and Contractor shall immediately notify County if Contractor at any time either comes within the Jury Service Program's definition of "Contractor" or if Contractor no longer qualifies for an exception to the Jury Service Program. In either event, Contractor shall

immediately implement a written policy consistent with the Jury Service Program. County may also require, at any time during the Agreement term, and at its sole discretion, that Contractor demonstrate to County's satisfaction that Contractor either continues to remain outside of the Jury Service Program's definition of "contractor" and/or that Contractor continues to qualify for an exception to the Program.

(4) Contractor's violation of this Paragraph may constitute a material breach of this Agreement. In the event of such material breach, County may, in its sole discretion, terminate this Agreement and/or bar Contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach.

19. CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM:

A. Contractor acknowledges that County has established a goal of ensuring that all individuals who benefit financially from County through County contracts are in compliance with their court ordered child, family, and spousal support obligations in order to mitigate the

economic burden otherwise imposed upon County and its taxpayers.

As required by County's Child Support Compliance Program (County Code Chapter 2.200) and without limiting Contractor's duty under this Agreement to comply with all applicable provisions of law, Contractor warrants that it is now in compliance and shall during the term of this Agreement maintain compliance with employment and wage reporting requirements as required by the federal Social Security Act (42 U.S.C. section 653a) and California Unemployment Insurance Code section 1088.55, and shall implement all lawfully served Wage and Earnings Withholding Orders or District Attorney ("DA") Notices of Wage and Earnings Assignment for Child or Spousal Support, pursuant to Code of Civil Procedure section 706.031 and Family Code section 5246(b).

Within thirty (30) calendar days of renewal or term extension amendment to this Agreement of at least one (1) year, Contractor shall submit to County's Child Support Services Department ("CSSD") a completed Principal Owner Information ("POI") Form, incorporated herein by reference, along with certifications in accordance with the provisions of section 2.200.060 of the County Code, that: (1) the POI

Form has been appropriately completed and provided to the CSSD with respect to Contractor's Principal Owners; (2) Contractor has fully complied with all applicable State and federal reporting requirements relating to employment reporting for its employees; and (3) Contractor has fully complied with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignment and will continue to maintain compliance. Such certification shall be submitted on the Child Support Compliance Program ("CSCP") Certification, also incorporated herein by reference.

Failure of Contractor to submit the CSCP Certification (which includes certification that the POI Form has been submitted to the CSSD) to County's CSSD shall represent a material breach of contract upon which County may immediately suspend or terminate this Agreement.

B. TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM:

Failure of Contractor to maintain compliance with the requirements set forth in the CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM Paragraph immediately above, shall constitute a default by Contractor under this Agreement. Without limiting the

GROW Programs, who meet Contractor's minimum qualifications for the open position. The DPSS will refer GAIN or GROW participants by job category to the Contractor.

21. CONTRACTOR'S WILLINGNESS TO CONSIDER COUNTY'S EMPLOYEES FOR EMPLOYMENT: Contractor agrees to receive referrals from County's Department of Human Resources of qualified permanent employees who are targeted for layoff or qualified former employees who have been laid off and are on a reemployment list during the life of this Agreement. Such referred permanent or former County employees shall be given first consideration of employment as Contractor vacancies occur after the implementation and throughout the term of this Agreement.

Notwithstanding any other provision of this Agreement, the parties do not in any way intend that any person shall acquire any rights as a third party beneficiary under this Agreement.

22. SERVICE DELIVERY SITE - MAINTENANCE STANDARDS: Contractor shall assure that the location(s) where Contractor provides services under this Agreement, is/are operated at all times in accordance with all County and local community standards with regard to property maintenance and repair, graffiti abatement, refuse removal, fire safety, landscaping, and in full compliance with all applicable local laws, ordinances, and regulations relating to the property. County's

periodic monitoring visits to Contractor's facility(ies) shall include a review of compliance with the provisions of this Paragraph.

23. PURCHASE OF FURNITURE, EQUIPMENT, AND SUPPLIES:

Contractor and Director shall ensure that all furniture, fixtures, equipment, materials, and supplies required for the performance of services hereunder are obtained in the most efficient and cost effective manner and in compliance with all applicable federal, State, and County laws, ordinances, rules, regulations, manuals, guidelines, and directives.

Prior to the inception of Agreement, Director shall apprise Contractor in writing whether State or federal law or County ordinances, rules, or policies require that the purchase of furniture, equipment, materials, or supplies hereunder be performed by County's Purchasing Agent. If furniture, equipment, materials, or supplies must be acquired through County's Purchasing Agent, Director shall apprise Contractor in writing as to County's equipment procurement procedures. Unless otherwise stated, all furniture, fixtures, equipment, materials, and supplies purchased or obtained with funds provided by County under this Agreement are the property of County, may be used by Contractor during the term of this Agreement for the provision of services hereunder, and shall be returned to County

immediately upon request of Director following the expiration or termination of this Agreement. (The parties understand that with respect to consumables purchased with County funds hereunder, only those consumable items still on hand at the expiration or termination of Agreement will be returned to County).

Acquisition costs of furniture, fixtures, equipment, materials, and supplies which are reimbursable by County under the terms of this Agreement shall not exceed those amounts allocated for such purpose, as referenced in the Schedule(s), attached hereto and incorporated herein by reference. These items may only be acquired during the budget period reflected in the Schedule(s), attached hereto and incorporated herein by reference.

A. Proprietary Interest of County: In accordance with all applicable federal, State and County laws, ordinances, rules, regulations, manuals, guidelines, and directives, County shall retain all proprietary interest, except for use during the term of this Agreement, in all furniture, fixtures, equipment, materials, and supplies, purchased or obtained by Contractor using any contract funds designated for such purpose. Upon the expiration or earlier termination of this Agreement, the discontinuance of the



business of Contractor, the failure of Contractor to comply with any of the provisions of this Agreement, the bankruptcy of Contractor or its giving an assignment for the benefit of creditors, or the failure of Contractor to satisfy any judgement against it within thirty (30) calendar days of filing, County shall have the right to take immediate possession of all such furniture, removable fixtures, equipment, materials, and supplies, without any claim for reimbursement whatsoever on the part of Contractor. Director, in conjunction with Contractor, shall place identifying labels on all such property indicating the proprietary interest of County.

B. Inventory Records, Controls, and Reports:

Contractor shall maintain accurate and complete inventory records and controls for all furniture, fixtures, equipment, materials, and supplies, purchased or obtained using any County funds designated for the provision of services under this Agreement. Within ninety (90) calendar days of the effective date of Agreement, Contractor shall provide Director with an accurate and complete inventory report of all furniture, fixtures, equipment, materials, and supplies, purchased or obtained with County funds designated for the provision of services hereunder. Contractor shall update

this report on a calendar quarterly basis to reflect any additional purchases or acquisitions, and shall provide copies thereof to Director.

C. Protection of County Property: Contractor shall take all reasonable precautions to protect all furniture, fixtures, equipment, material, and supplies, purchased or obtained using any County funds for the provision of services hereunder, against damage or loss by fire, theft, vandalism, or misuse. During the term of Agreement and until its return to County, Contractor shall maintain, repair, protect, and preserve said furniture, fixtures, equipment, materials, and supplies to assure its full availability and usefulness for the performance of services under this Agreement.

All such furniture, fixtures, equipment, materials and supplies shall be used only for the performance of services under this Agreement.

Contractor shall contact Director for instructions for disposition of any such property which is worn out or unusable.

D. Disposition and Return of County Property: Upon expiration or earlier termination of this Agreement, Contractor shall provide to Director a final inventory of

any and all furniture, fixtures, equipment, materials, and supplies purchased with funds obtained for the provision of services under this Agreement. Except for consumable items used in connection with its performance of Agreement services, Contractor shall return to County the same quantity and quality of items as specified in the initial and any supplemental inventory, less consideration for reasonable wear and tear. Arrangements for the return of all furniture, fixtures, equipment, materials, and supplies shall be made by Director, at County's expense, following the receipt of said final inventory.

Upon Director's request, Contractor shall: (1) provide immediate access to and render all necessary assistance for physical removal by Director of any or all furniture, fixtures, equipment, materials, and supplies, purchased or obtained using County funds designated for the provision of services, or (2) at Director's option, deliver any or all items of such property to a location in Los Angeles County designated by Director. Any disposition, settlement, or adjustment connected with such property shall be in accordance with all applicable federal, State, and County laws, ordinances, rules, regulations, manuals, guidelines, and directives.

24. USE OF RECYCLED-CONTENT PAPER: Consistent with County's Board of Supervisors policy to reduce the amount of solid waste deposited at County landfills, Contractor agrees to use recycled-content bond paper and paper products to the maximum extent possible in connection with services to be performed by Contractor under this Agreement.

25. NOTICE OF DELAYS: Except as otherwise provided under this Agreement, when either party has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this Agreement, that party shall within two (2) calendar days, give notice thereof, including all relevant information with respect thereto, to the other party.

26. RESTRICTIONS ON LOBBYING:

A. Federal Certification and Disclosure Requirement:  
If any federal monies are to be used to pay for Contractor's services under this Agreement, Contractor shall comply with all certification and disclosure requirements prescribed by section 319, Public Law 101-121 (31 U.S.C. section 1352) and any implementing regulations, and shall ensure that each of its subcontractors receiving funds provided under this Agreement also fully comply with all such certification and disclosure requirements.

B. County Lobbyists: Contractor and each County lobbyist or County lobbying firm as defined in Los Angeles County Code section 2.160.010, retained by Contractor, shall fully comply with the County Lobbyist Ordinance, Los Angeles County Code Chapter 2.160. Failure on the part of Contractor or any County lobbyist or County lobbying firm retained by Contractor to fully comply with the County Lobbyist Ordinance shall constitute a material breach of this Agreement upon which Director may suspend or County may immediately terminate this Agreement.

27. CONFLICT OF INTEREST:

A. No County officer or employee whose position in County enables such officer or employee to influence the award or administration of this Agreement or any competing agreement, and no spouse or economic dependent of such officer or employee shall be employed in any capacity by Contractor herein, or have any other direct or indirect financial interest in this Agreement. No officer, employee, agent, or subcontractor of Contractor who may financially benefit from the provision of services hereunder shall in any way participate in County's approval process for the award of this Agreement or any competing agreement, or ongoing evaluation of such services, under

this Agreement or any competing agreement, or in any way attempt to unlawfully influence County's approval or ongoing evaluation of such services.

B. Contractor shall comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this Agreement. Contractor warrants that it is not now aware of any facts which create a conflict of interest. If Contractor hereafter becomes aware of any facts which might reasonably be expected to create a conflict of interest, it shall immediately make full written disclosure of such facts to Director. Full written disclosure shall include, without limitation, identification of all persons involved, or implicated, and a complete description of all relevant circumstances.

28. COUNTY'S QUALITY ASSURANCE PLAN: County or its agent(s), will be allowed to evaluate Contractor's performance (including the performance of any party providing services on behalf of Contractor) under this Agreement as may be required from time-to-time for quality assurance purposes, but not less than on an annual basis. Such an evaluation will include, but not be limited to, assessing Contractor's compliance with all Agreement terms and performance standards. Any Contractor

deficiencies or actions which are found to be in non-compliance with such terms and performance standards which Director determines are severe, or continuing, and that may place the performance of this Agreement in jeopardy if not corrected, will be immediately reported to County's Board of Supervisors by Director. The report will include a description of the quality improvement and/or corrective action measures to be taken by County and Contractor. If Contractor's performance does not improve after the initiation of such quality improvement and/or corrective actions, then County may impose other penalties as may be specified in this Agreement, or may terminate this Agreement immediately.

29. TERMINATION FOR INSOLVENCY, DEFAULT, GRATUITIES, AND/OR IMPROPER CONSIDERATIONS, AND CONVENIENCE:

A. Termination for Insolvency: County may terminate this Agreement immediately for default in the event of the occurrence of any of the following:

(1) Insolvency of Contractor. Contractor shall be deemed to be insolvent if it has ceased to pay its debts at least sixty (60) calendar days in the ordinary course of business or cannot pay its debts as they become due, whether Contractor has committed an act of bankruptcy or not, and whether Contractor is insolvent

within the meaning of the federal Bankruptcy Law or not;

(2) The filing of a voluntary or involuntary petition under the federal Bankruptcy Law;

(3) The appointment of a Receiver or Trustee for Contractor;

(4) The execution by Contractor of an assignment for the benefit of creditors.

The rights and remedies of County provided in this Paragraph shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

B. Termination For Default: County may, by written notice of default to Contractor, terminate this Agreement immediately in any one of the following circumstances:

(1) If, as determined in the sole judgment of County, Contractor fails to perform any services within the times specified in this Agreement or any extension thereof as County may authorize in writing; or

(2) If, as determined in the sole judgment of County, Contractor fails to perform and/or comply with any of the other provisions of this Agreement, or so fails to make progress as to endanger performance of



this Agreement in accordance with its terms, and in either of these two circumstances, does not cure such failure within a period of five (5) calendar days (or such longer period as County may authorize in writing) after receipt of notice from County specifying such failure.

In the event that County terminates this Agreement as provided hereinabove, County may procure, upon such terms and in such manner as County may deem appropriate, services similar to those so terminated, and Contractor shall be liable to County for any reasonable excess costs incurred by County for such similar services.

The rights and remedies of County provided in this Paragraph shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

C. Termination For Gratuities and/or Improper Considerations: County may, by written notice to Contractor, immediately terminate Contractor's right to proceed under this Agreement, if it is found that gratuities or considerations in any form, were offered or given by Contractor, either directly or through an intermediary, to any County officer, employee, or agent,

with the intent of securing the Agreement or securing favorable treatment with respect to the award, amendment, or extension of the Agreement, or making of any determinations with respect to the Contractor's performance pursuant to the Agreement. In the event of such termination, County shall be entitled to pursue the same remedies against Contractor as it could in the event of default by Contractor.

Contractor shall immediately report any attempt by a County officer, employee, or agent, to solicit such improper gratuity or consideration. The report shall be made either to the County manager charged with the supervision of the employee or agent, or to the County Auditor-Controller's Employee Fraud Hotline at (213) 974-0914 or (800) 544-6861.

(Among other items, such improper gratuities and considerations may take the form of cash, discounts, services, the provision of travel or entertainment, or other tangible gifts.)

D. Termination For Convenience: The performance of services under this Agreement may be terminated, with or without cause, in whole or in part, from time-to-time when such action is deemed by County to be in its best interest.

Termination of services hereunder shall be effected by delivery to Contractor of a thirty (30) calendar days advance written Notice of Termination specifying the extent to which performance of services under this Agreement is terminated and the date upon which such termination becomes effective.

After receipt of a Notice of Termination and except as otherwise directed by County, Contractor shall:

- (1) Stop services under this Agreement on the date and to the extent specified in such Notice of Termination; and

- (2) Complete performance of such part of the services as shall not have been terminated by such Notice of Termination.

After receipt of a Notice of Termination, Contractor shall submit to County, in the form and with the certifications as may be prescribed by County, its termination claim and invoice. Such claim and invoice shall be submitted promptly, but not later than sixty (60) calendar days from the effective date of termination. Upon failure of Contractor to submit its termination claim and invoice within the time allowed, County may determine on the basis of information available to County, the amount,

if any, due to Contractor in respect to the termination, and such determination shall be final. After such determination is made, County shall pay Contractor the amount so determined.

Contractor for a period of five (5) years after final settlement is reached under this Agreement, shall make available to County, at all reasonable times, all its books, records, documents, or other evidence bearing on the costs and expenses of Contractor under this Agreement in respect to the termination of services hereunder. All such books, records, documents, or other evidence, shall be retained by Contractor and made available to County upon Director's request in accordance with the provisions described under Paragraph 10, Records and Audits hereinabove, and/or within ten (10) calendar days, during County's normal business hours, to representatives of County for purposes of inspection and/or audit.

30. CONTRACTOR RESPONSIBILITY AND DEBARMENT:

A. A responsible contractor is a contractor who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity, and experience to satisfactorily perform the contract. It is County's policy to conduct business only with responsible contractors.

B. Contractor is hereby notified that, in accordance with Chapter 2.202 of the County Code, if County acquires information concerning the performance of Contractor under this Agreement, or other contracts, which indicates that Contractor is not responsible, County may or otherwise in addition to other remedies provided under this Agreement, debar Contractor from bidding on County contracts for a specified period of time not to exceed three (3) years, and terminate this Agreement and any or all existing contracts Contractor may have with County.

C. County may debar Contractor if County's Board of Supervisors finds, in its discretion, that Contractor has done any of the following: (1) violated any term of this Agreement or other contract with County, (2) committed any act or omission which negatively reflects on Contractor's quality, fitness, or capacity to perform a contract with County or any public entity, or engaged in a pattern or practice which negatively reflects on same, (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against County or any other public entity.

D. If there is evidence that Contractor may be subject to debarment, Director will notify Contractor in writing of

the evidence which is the basis for the proposed debarment and will advise Contractor of the scheduled date for a debarment hearing before County's Contractor Hearing Board.

E. County's Contractor Hearing Board will conduct a hearing where evidence on proposed debarment is presented. Contractor or Contractor's representative, or both, shall be given an opportunity to submit evidence at that hearing. After the hearing, County's Contractor Hearing Board shall prepare a proposed decision, which shall contain a recommendation regarding whether Contractor should be debarred, and if so, the appropriate length of time of the debarment. If Contractor fails to avail itself of the opportunity to submit evidence to County's Contractor Hearing Board, Contractor shall be deemed to have waived all rights of appeal.

F. A record of the hearing, the proposed decision, and any other recommendation of County's Contractor Hearing Board shall be presented to County's Board of Supervisors. County's Board of Supervisors shall have the right at its sole discretion to modify, deny, or adopt the proposed decision and recommendation of County's Contractor Hearing Board.

G. These terms shall also apply to any subcontractors of Contractor, vendor, or principal owner of Contractor, as defined in Chapter 2.202 of the County Code.

31. SOLICITATION OF BIDS OR PROPOSALS: Contractor acknowledges that County, prior to expiration or earlier termination of this Agreement, may exercise its right to invite bids or request proposals for the continued provision of the services delivered or contemplated under this Agreement. County and its DHS shall make the determination to solicit bids or request proposals in accordance with applicable County and DHS policies.

Contractor acknowledges that County may enter into a contract for the future provision of services, based upon the bids or proposals received, with a provider or providers other than Contractor. Further, Contractor acknowledges that it obtains no greater right to be selected through any future invitation for bids or request for proposals by virtue of its present status as Contractor.

32. GOVERNING LAW, JURISDICTION, AND VENUE: This Agreement shall be governed by, and construed in accordance with, the laws of the State of California. Contractor agrees and consents to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this Agreement and further

agrees and consents that the venue of any action (other than an appeal or an enforcement of a judgement) brought by Contractor, on Contractor's behalf, or on the behalf of any subcontractor, which arises from this Agreement or is concerning or connected with services performed pursuant to this Agreement, shall be exclusively in the courts of the State of California located in Los Angeles County, California.

33. WAIVER: No waiver of any breach of any provision of this Agreement by County shall constitute a waiver of any other breach of such provision. Failure of County to enforce at any time, or from time-to-time, any provision of this Agreement shall not be construed as a waiver thereof. The remedies herein reserved shall be cumulative and additional to any other remedies in law or equity.

34. SEVERABILITY: If any provision of this Agreement or the application thereof to any person or circumstance is held invalid, the remainder of this Agreement and the application of such provision to other persons or circumstances shall not be affected thereby.

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EXHIBIT A

DESCRIPTION OF SERVICES

TOBACCO CONTROL AND PREVENTION SERVICES AGREEMENT

1. GENERAL: Contractor shall be responsible for the recruitment, hiring, training, work schedules, and supervision of project staff, and for the purchase of all necessary supplies for the provision of services hereunder.

2. PERSONNEL:

A. Contractor personnel providing services hereunder shall at all times be employees of Contractor and Contractor shall hire, suspend, discipline or discharge such employees. County may refuse utilization of specific employees of Contractor for any reason, and, in such event, such employee shall be immediately removed from services hereunder by Contractor and shall be immediately replaced by Contractor pursuant to the agency's internal policies.

B. Contractor personnel providing services hereunder shall have prior training and/or experience in community intervention and/or health advocacy.

C. Contractor shall ensure that all its personnel providing services hereunder attend and complete the TCP "Tobacco 101" training course. Contractor shall arrange

through the TCP for its personnel to attend the Tobacco 101 training as soon as such training becomes available.

D. Contractor shall ensure that appropriate personnel attend the TCP mandatory orientation meeting and receive the contractor's manual as soon as such meeting is scheduled. During the term of the Agreement, Contractor shall adhere to the terms of the manual provided by TCP during the TCP mandatory orientation meeting.

E. Contractor shall ensure that appropriate personnel attend the TCP mandatory quarterly meetings.

F. Contractor shall ensure to employ at least one (1) individual (i.e., full time equivalent position) specifically assigned to work full time under this Agreement. (Approval of any exceptions to this requirement shall be obtained in writing from the Director.) In any event, Contractor shall operate continuously throughout the term of this Agreement with at least the minimum number of staff identified in Contractor's detailed budget as present to TCP during the development and negotiation of this Agreement. For the purposes of this Agreement, an individual who provides unpaid services to Contractor shall be defined as a "volunteer".

G. Contractor shall fill any vacant budgeted position within thirty (30) calendar days after the vacancy occurs. (Approval of any exceptions to this requirement shall be obtained in writing from the Director.) Furthermore, Contractor shall comply with any additional staffing requirements which may be included in this Exhibit and/or Scope of Work incorporated herein.

H. Contractor shall maintain appropriate documentation and have available for review by authorized County representatives, a list of persons by name, title, professional degree, salary and experience who are providing services hereunder. If an executive director, program director, assistant director, or equivalent position becomes vacant during the term of this Agreement, Contractor shall, within thirty (30) days, notify the Director of said vacancy.

I. Contractor shall ensure that overall management of its responsibilities hereunder shall be provided by a designated Contractor staff member who shall work independently and coordinate all efforts to insure that project activities are completed. Designated staff's name and title shall be forwarded to TCP within thirty (30) calendar days of the Agreement.

3. SERVICES: Contractor shall provide County and participating agencies with services outlined and described below:

A. Scope of Work: In a satisfactory and proper manner as determined by County, Contractor shall perform functions and services to achieve the objectives specified in the Attachment(s), attached hereto and incorporated herein by reference.

B. Materials Development: Contractors providing tobacco control and prevention activities shall adhere to the TOBACCO INFORMATION SERVICES AND EDUCATION MATERIALS Paragraph of this Agreement. Contractor shall adhere to educational materials standards in accordance with Exhibit C, Educational Materials Standards, attached hereto and incorporated herein by reference, and the following procedures when developing materials for tobacco education where applicable.

(1) Basic Principles:

a. Language used in written materials (i.e., pamphlets, brochures), audiovisual materials (i.e., video tapes), and pictorials (i.e., posters, and similar educational materials) should use terms or

descriptions necessary for the target audience to understand the messages.

b. Such terms or descriptions should be target specific, culturally relevant, language appropriate, and the appropriate length and educational level for the intended population.

(2) Materials Review:

a. The TCP will review all requests for the translation of all written materials, pictorials, audiovisuals, and questionnaires. The TCP will ensure that all State requirements are met including clearance by the State Tobacco Education Clearing-house of California to ensure non-duplication and coordination to tobacco education materials development Statewide;

b. Within thirty (30) calendar days after the effective date of this Agreement, Contractor will present for assessment actual copies of written materials, pictorials, and audiovisuals proposed to be used that are not on the TCP Approved Materials List.

(3) Program Consultant Review: The TCP will review curricula, educational materials, flyers, and

proposed educational group session activities to be used under the project plan, guided by the basic principles in Section 2.b under Materials Development.

D. Approved Materials List: Contractors providing tobacco control and prevention activities will utilize the TCP's approved materials list which contains an updated approved list and samples of pamphlets, approved educational videos, and suggested promotional items.

E. Incentive Policy Statement and Tracking Procedures: Contractors providing tobacco control and prevention activities may utilize funds for incentive programs (i.e., interventions aimed at maintaining behaviors that prevent tobacco use or encourage tobacco cessation), provided cash is not used as an incentive and the value of the incentive is limited to Fifty dollars (\$50) worth of merchandise per person over a twelve (12) month period. Contractor shall adhere to the guidelines on use of incentives in accordance with, Exhibit C, Guidelines on Use of Incentives, attached hereto and incorporated herein by reference. Awards exceeding this amount may be provided from donations solicited from within the community. Contractor will adhere to the incentive award policy in accordance with the following guidelines:

(1) All funds expended for incentives must be tied directly to a tobacco control and prevention education, intervention, or cessation program.

(2) Incentives are to be used for patient/client related activities only.

(3) Contractor is responsible for maintaining a properly documented incentive tracking log for all incentive award recipients and shall document this information in accordance with Exhibit D, attached hereto and incorporated herein by reference.

(4) The incentive tracking log shall be forwarded to the TCP office within three (3) working days after each activity.

F. Consultant and Contractual Agreements: Contractor shall adhere to the SUBCONTRACTING Paragraph of this Agreement for all subcontractors entered into for the provision of services, including contracts with consultants. The proposed subcontract instrument must include, but not be limited to, the name of the organization, period of performance, description of activities, evaluation mechanism and an itemized budget. Subcontracts must be submitted to the TCP within thirty (30) calendar days of the effective date of subcontract.

4. MINIMUM STANDARDS: In addition to the standards set forth in the DESCRIPTION OF SERVICES Paragraph of this Agreement, Contractor's services shall meet the following minimum standards to the satisfaction of County.

A. Target Population: Contractor shall provide services to the target population and service areas as outlined in the Attachment(s), attached hereto.

B. Subject Matter/Planning: Subject matter/planning shall include, but not be limited to, the following:

(1) Objectives for Contractor's services shall include evaluation methods.

a. Program evaluation shall be built into tobacco control and prevention activities and, at a minimum, should assess how well the target populations were reached.

b. Contractor shall utilize mandatory evaluation forms as required by the County.

(2) All services are to be culturally and linguistically appropriate for the target populations and intervention groups.

5. CONTRACTOR'S WARRANTIES: Contractor represents, warrants, and agrees:



A. That Contractor is in good financial standing and will remain so until the subject materials or services are completed and delivered; and that Contractor has the power and authority to execute this Agreement.

B. That the subject materials shall not violate or infringe any copyright (whether literary, dramatic, musical, or otherwise), patent, trademark, trade name or contract, property or personal right, or right of privacy or other right of any person, or constitute an act of unfair competition, or a libel or slander of any person.

C. That there are and will be no claims, liens, encumbrances or right in or to the subject materials or any part thereof which can or will impair County's rights thereunder.

D. That Contractor has not granted or assigned, and will not grant or assign to any person or entity other than County, any right, title, or interest in or to the subject materials.

E. That Contractor will obtain written approval from TCP for any training or conferences it plans to attend, at least thirty (30) calendar days prior to any training or conference dates. Contractor's request to attend any training or conferences must include, at a minimum, the

name of the training or conference, location (travel limited to the State of California) where the training or conference will be held, and how such training or conference relates to services provided under this Agreement. Furthermore, that Contractor will not receive any reimbursement from County for any training or conference attended for which prior written approval from TCP was not obtained.

F. That Contractor shall complete the performance of services required under this Agreement within the terms of this Agreement.

6. REIMBURSEMENT: Subject to the provisions of the BILLING AND PAYMENT Paragraph of this Agreement, County shall compensate Contractor by provisional payments for performing services hereunder in the following manner:

A. Contractor shall submit bills (i.e., invoices) to County monthly as described in the Payment Paragraph of the body of this Agreement.

B. Contractor shall forward billings along with evaluation forms and other required documents as described in the REPORTING Paragraph of Exhibit A of this Agreement to the TCP office.

C. Within a reasonable period of time following receipt of complete and correct monthly billings and reports, County shall make payment to Contractor in accordance with payment provisions set out in the BILLING AND PAYMENT Paragraph of this Agreement. Payment will be made on billing claims, in writing, filed with and approved by the Director, or designated personnel, provided that Contractor is not in default under any provision of this Agreement. If Contractor should perform any work which is outside the scope of this Agreement, such work shall be deemed to be gratuitous and Contractor shall have no claim against County.

D. If the event that County is required, due to an audit of Contractor's bills or otherwise, to reimburse funds for these services to the State or has its payment reduced, Contractor agrees to reimburse County or to allow County to reduce payments to Contractor accordingly.

7. REPORTING: Contractor shall submit to TCP no later than five (5) working days after the end of each calendar month, an original invoice, a progress report, and all evaluation forms for all activities performed.

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LOS ANGELES COUNTY DEPARTMENT OF HEALTH SERVICES - TOBACCO CONTROL AND PREVENTION PROGRAM  
SCOPE OF WORK  
July 1, 2003 Through June 30, 2004

AGENCY NAME: FIELD(Agency)

GOAL: Reduce the burden of disease and disability through policies that counter pro-tobacco influences, create smoke-free environments, and influence social norms so as to reduce the acceptability of tobacco use.

MEASURABLE OBJECTIVES	IMPLEMENTATION	TIME LINE	EVALUATION
<b>TOBACCO OUTREACH #1</b>  1. Conduct <u>FIELD(TOI)</u> one-on-one outreach away from agency's routine services, to foster awareness of tobacco control issues and services available.  <u>FIELD(comment)</u>	1.1 During program development period, create and submit for DHS approval, an action plan incorporating objectives and describing activities to be conducted.  1.2 Identify potential locations for outreach, including housing complexes, beach and piers, and sites frequented by 18 to 24 year-olds.  1.3 Work with DHS to minimize duplication of services with other subcontractors.  1.4 Develop a presentation outline for outreach to be conducted away from the agency.  1.4a Prior to conducting activities, submit presentation outline to DHS for review and approval.  1.5 Identify outreach and educational materials for distribution to the community.  1.5a Prior to distribution of outreach and educational materials, submit samples to DHS for review and approval.  1.6 Prepare list of tobacco cessation programs and hotline numbers for distribution during community outreach.  1.7 Establish and maintain contact list of individuals and organizations that are potential collaborators on tobacco control issues and policies.  1.8 Prepare monthly calendars, including locations, dates and times of activities.  1.9 Conduct outreach and complete appropriate evaluation forms.	Weeks 1-4  Weeks 1-4 and ongoing  Weeks 1-4 and ongoing  Weeks 1-4  Weeks 1-4  Weeks 1-4 and ongoing  Weeks 1-4 and ongoing  Weeks 1-4  Weeks 5-52  Monthly  Weeks 5-52	Approval letter and approved action plan will be kept on file.  List will be kept on file.  Approval letter and approved outline will be kept on file.  Approval letters and samples of approved materials will be kept on file.  List will be kept on file.  List will be kept on file.  Monthly calendar of projected activities will be submitted to DHS by the fifth working day of each month.  Submit appropriate evaluation forms to DHS by the fifth working day of each month.

LOS ANGELES COUNTY DEPARTMENT OF HEALTH SERVICES - TOBACCO CONTROL AND PREVENTION PROGRAM  
SCOPE OF WORK  
July 1, 2003 Through June 30, 2004

AGENCY NAME: FIELD(Agency)

GOAL: Reduce the burden of disease and disability through policies that counter pro-tobacco influences, create smoke-free environments, and influence social norms so as to reduce the acceptability of tobacco use.

MEASURABLE OBJECTIVES	IMPLEMENTATION	TIME LINE	EVALUATION
<b>TOBACCO OUTREACH #2</b>  2. Conduct FIELD(TO2) one-on-one outreach at programs within the agency to foster awareness of tobacco control issues and available services.  <b>FIELD(comment)</b>	2.1 During program development period, develop and submit for DHS approval, an action plan incorporating objectives and describing activities to be conducted.  2.2 Identify programs within the agency where activities will be conducted.  2.3 Develop a presentation outline for outreach to be conducted on site.  2.3a Prior to conducting activities, submit outline to DHS for review and approval.  2.4 Identify outreach and educational materials for distribution to the community.  2.4a Prior to distribution of outreach and educational materials, submit samples to DHS for review and approval.  2.5 Prepare list of tobacco cessation programs and hotline numbers for distribution during in-house activities.  2.6 Prepare monthly calendars including locations, dates and times of activities.  2.7 Establish and maintain list of individuals who are responsive to tobacco program activities.  2.8 Conduct outreach activities within agency and complete appropriate evaluation forms.	Weeks 1-4  Weeks 1-4 and ongoing  Weeks 1-4  Weeks 1-4  Weeks 1-4 and ongoing  Weeks 1-4 and ongoing  Weeks 1-4  Monthly  Weeks 5-52  Weeks 5-52	Approval letter and approved action plan will be kept on file.  List will be kept on file.  Approval letter and approved outline will be kept on file.  Approval letters and samples of approved materials will be kept on file.  List will be kept on file.  Monthly calendar of projected activities will be submitted to DHS by the fifth working day of each month.  List will be kept on file.  Submit appropriate evaluation forms to DHS by the fifth working day of each month.

LOS ANGELES COUNTY DEPARTMENT OF HEALTH SERVICES - TOBACCO CONTROL AND PREVENTION PROGRAM  
SCOPE OF WORK  
July 1, 2003 Through June 30, 2004

AGENCY NAME: FIELD(Agency)

GOAL: Reduce the burden of disease and disability through policies that counter pro-tobacco influences, create smoke-free environments, and influence social norms so as to reduce the acceptability of tobacco use.

MEASURABLE OBJECTIVES	IMPLEMENTATION	TIME LINE	EVALUATION
<b>TOBACCO OUTREACH #3</b> 3. Conduct <u>FIELD(TO3)</u> small (29-45 participants) events to foster awareness of tobacco control issues and available services to the community. <u>FIELD(comment)</u>	3.1 During program development period, create and submit for DHS approval, an action plan incorporating objectives and describing activities to be conducted. 3.2 Identify agencies, organizations and individuals that are potential collaborators on tobacco control issues and policies. 3.3 Identify or organize events for the purpose of conducting tobacco control outreach and education activities. 3.4 Develop a presentation outline for small events. 3.4a Prior to conducting activities, submit presentation outline to DHS for review and approval. 3.5 As appropriate, develop flyers, bulletins, and announcements promoting events. 3.5a Prior to distribution, submit flyers, bulletins and announcements to DHS for review and approval. 3.6 Identify outreach and educational materials for distribution to the community. 3.6a Prior to distribution of outreach and educational materials, submit samples to DHS for review and approval. 3.7 Prepare list of tobacco cessation programs and hotline numbers for distribution during events. 3.8 Prepare monthly calendars, including locations, dates and times of events. 3.9 Conduct small events and complete appropriate evaluation forms.	Weeks 1-4  Weeks 1-4 and ongoing Weeks 1-4 and ongoing Weeks 1-4 Weeks 1-4  Weeks 1-4 and ongoing Weeks 1-4 and ongoing Weeks 1-4 and ongoing Weeks 1-4  Weeks 1 - 4  Weeks 5-52	Approval letter and approved action plan will be kept on file.  List will be kept on file. List will be kept on file.  Approval letter and approved outline will be kept on file.  Approval letters and approved flyers, bulletins and announcements will be kept on file.  Approval letters and samples of approved outreach and educational materials will be kept on file. List will be kept on file.  Monthly calendar of projected activities will be submitted to DHS by the fifth working day of each month.  Submit appropriate evaluation forms to DHS by the fifth working day of each month.

LOS ANGELES COUNTY DEPARTMENT OF HEALTH SERVICES - TOBACCO CONTROL AND PREVENTION PROGRAM  
SCOPE OF WORK  
July 1, 2003 Through June 30, 2004

AGENCY NAME: FIELD(Agency)

GOAL: Reduce the burden of disease and disability through policies that counter pro-tobacco influences, create smoke-free environments, and influence social norms so as to reduce the acceptability of tobacco use.

MEASURABLE OBJECTIVES	IMPLEMENTATION	TIME LINE	EVALUATION
<b>TOBACCO OUTREACH #4</b>  4. Conduct <u>FIELD(TO4)</u> large (more than 100 participants) events to foster awareness of tobacco control issues and available services.  <u>FIELD(comment)</u>	4.1 During program development period, create and submit for DHS approval, an action plan incorporating objectives and describing activities to be conducted.  4.2 Identify agencies, organizations and individuals that are potential collaborators on tobacco control issues and policies.  4.3 Identify or organize events for the purpose of conducting tobacco control outreach and education activities.  4.4 Develop a presentation outline for large events.  4.4a Prior to conducting activities, submit presentation outline to DHS for review and approval.  4.5 As appropriate, develop flyers, bulletins, and announcements promoting events.  4.5a Prior to distribution, submit flyers, bulletins and announcements to DHS for review and approval.  4.6 Identify outreach and educational materials for distribution to the community.  4.6a Prior to distribution of outreach and educational materials, submit samples to DHS for review approval.  4.7 Prepare list of tobacco cessation programs and hotline numbers for distribution during events.  4.8 Prepare monthly calendars, including locations, dates and times of events.  4.9 Conduct large events and complete appropriate evaluation forms.	Weeks 1-4  Weeks 1-4 and ongoing  Weeks 1-4 and ongoing  Weeks 1-4  Weeks 1-4 and ongoing  Weeks 1-4 and ongoing  Weeks 1-4 and ongoing  Weeks 1-4 and ongoing  Weeks 1-4  Monthly  Weeks 5-52	Approval letter and approved action plan will be kept on file.  List will be kept on file.  List will be kept on file  Approval letter and approved outline will be kept on file.  Approval letters and approved flyers, bulletins and announcements will be kept on file.  Approval letters and samples of approved outreach and educational materials will be kept on file.  List will be kept on file.  Monthly calendar of projected activities will be submitted to DHS by the fifth working day of each month.  Submit appropriate evaluation forms to DHS by the fifth working day of each month.

LOS ANGELES COUNTY DEPARTMENT OF HEALTH SERVICES - TOBACCO CONTROL AND PREVENTION PROGRAM  
SCOPE OF WORK  
July 1, 2003 Through June 30, 2004

AGENCY NAME: FIELD(Agency)

GOAL: Reduce the burden of disease and disability through policies that counter pro-tobacco influences, create smoke-free environments, and influence social norms so as to reduce the acceptability of tobacco use.

MEASURABLE OBJECTIVES	IMPLEMENTATION	TIME LINE	EVALUATION
<b>TOBACCO OUTREACH #5</b>  5. Conduct FIELD(TO5) small (15-30 participants) group meeting in boys & girls clubs, community centers, housing projects, parks & recreation centers, religious organizations, or other local venues to increase mobilization in the communities and refer participants to appropriate services.  <b>FIELD(comment)</b>	5.1 During program development period, create and submit for DHS approval, an action plan incorporating objectives and describing activities to be conducted.  5.2 Develop an outline for presentations about tobacco control topics and issues.  5.2a Prior to conducting activities, submit outline to DHS for review and approval.  5.3 Contact community-based agencies and organizations to schedule presentations on tobacco control topics and issues.  5.4 Identify and/or develop educational materials to be used during presentations.  5.4a Prior to distribution of educational materials, submit samples to DHS for review and approval.  5.5 Prepare list of tobacco cessation programs and hotline numbers for distribution during small group meetings.  5.6 Prepare monthly calendars, including locations, dates and times of presentations.  5.7 Make presentations at small group meetings and complete appropriate evaluation forms.	Weeks 1-4  Week 1-4  Weeks 1-4  Weeks 1-4 and ongoing  Weeks 1-4 and ongoing  Weeks 1-4 and ongoing  Weeks 1-4  Monthly  Weeks 5-52	Approval letter and approved action plan will be kept on file.  Approval letter and approved outline will be kept on file.  List will be kept on file.  Approval letters and samples of approved educational materials will be kept on file.  List will be kept on file.  Monthly calendar of projected activities will be submitted to DHS by the fifth working day of each month.  Submit appropriate evaluation forms to DHS by the fifth working day of each month.



LOS ANGELES COUNTY DEPARTMENT OF HEALTH SERVICES - TOBACCO CONTROL AND PREVENTION PROGRAM  
SCOPE OF WORK  
July 1, 2003 Through June 30, 2004

AGENCY NAME: FIELD(Agency)

GOAL: Reduce the burden of disease and disability through policies that counter pro-tobacco influences, create smoke-free environments, and influence social norms so as to reduce the acceptability of tobacco use.

MEASURABLE OBJECTIVES	IMPLEMENTATION	TIME LINE	EVALUATION
<b>TOBACCO OUTREACH #6</b>  6. Conduct FIELD(TO6) large (more than 30 participants) group meetings in boys & girls clubs, community centers, housing projects, parks & recreation centers, religious organizations, or other local venues to increase mobilization in the communities and refer participants to appropriate services.  <b>FIELD(comment)</b>	6.1 During program development period, create and submit for DHS approval, an action plan incorporating objectives and describing activities to be conducted.  6.2 Develop an outline for presentations about tobacco control topics and issues.  6.2a Prior to conducting activities, submit outline to DHS for review and approval.  6.3 Contact community-based agencies and organizations to schedule presentations on tobacco control topics and issues.  6.4 Identify and/or develop educational materials to be used during presentations.  6.4a Prior to distribution of educational materials, submit samples to DHS for review and approval.  6.5 Prepare list of tobacco cessation programs and hotline numbers for distribution during large group meetings.  6.6 Prepare monthly calendars, including location sites, dates, and times of presentations.  6.7 Make presentations at large group meetings and complete appropriate evaluation forms.	Weeks 1-4  Weeks 1-4  Weeks 1-4  Weeks 1-4 and ongoing  Weeks 1-4  Weeks 1-4  Weeks 1-4  Weekly  Weeks 5-52	Approval letter and approved action plan will be kept on file.  Approval letter and approved outline will be kept on file.  List will be kept on file.  Approval letters and samples of approved educational materials will be kept on file.  List will be kept on file.  Monthly calendar of projected activities will be submitted to DHS by the fifth working day of each month.  Submit appropriate evaluation forms to DHS by the fifth working day of each month.

LOS ANGELES COUNTY DEPARTMENT OF HEALTH SERVICES - TOBACCO CONTROL AND PREVENTION PROGRAM  
SCOPE OF WORK  
July 1, 2003 Through June 30, 2004

AGENCY NAME: FIELD(Agency)

GOAL: Reduce the burden of disease and disability through policies that counter pro-tobacco influences, create smoke-free environments, and influence social norms so as to reduce the acceptability of tobacco use.

MEASURABLE OBJECTIVES	IMPLEMENTATION	TIME LINE	EVALUATION
TOBACCO PREVENTION #1			
7. Conduct FIELD(TP1) large (more than 10 participants) group peer counselor training. FIELD(comment)	<p>7.1 During program development period, create and submit for DHS approval, an action plan incorporating objectives and describing activities to be conducted.</p> <p>7.2 Develop a presentation outline, curriculum and pretest/posttest for training.</p> <p>7.2a Prior to conducting training, submit outline, curriculum and pretest/posttest to DHS for review and approval.</p> <p>7.3 Identify and recruit youth to be trained.</p> <p>7.4 Identify and/or develop educational materials to be used during training.</p> <p>7.4a Prior to training, submit samples of educational materials for to DHS for review and approval.</p> <p>7.5 Prepare list of tobacco cessation programs and hotline numbers for distribution during training.</p> <p>7.6 Prepare monthly calendars, including location sites, dates and times of training sessions.</p> <p>7.7 Conduct training sessions and complete appropriate evaluation forms.</p>	<p>Weeks 1-4</p> <p>Weeks 1-4</p> <p>Weeks 1-4</p> <p>Weeks 1-12</p> <p>Weeks 1-4</p> <p>Weeks 1-4 and ongoing</p> <p>Weeks 1-4</p> <p>Monthly</p> <p>Weeks 5-52</p>	<p>Approval letter and approved action plan will be kept on file.</p> <p>Approval letter and approved outline, curriculum and pretest/posttest will be kept on file.</p> <p>List will be kept on file.</p> <p>Approval letters and samples of approved educational materials will be kept on file.</p> <p>List will be kept on file.</p> <p>Monthly calendar of projected activities will be submitted to DHS by the fifth working day of each month.</p> <p>Submit appropriate evaluation forms to DHS by the fifth working day of each month.</p>

LOS ANGELES COUNTY DEPARTMENT OF HEALTH SERVICES - TOBACCO CONTROL AND PREVENTION PROGRAM  
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GOAL: Reduce the burden of disease and disability through policies that counter pro-tobacco influences, create smoke-free environments, and influence social norms so as to reduce the acceptability of tobacco use.

MEASURABLE OBJECTIVES	IMPLEMENTATION	TIME LINE	EVALUATION
<b>TOBACCO PREVENTION #2</b>  8. Conduct <u>FIELD(TP2)</u> small (10-30 participants) group single session prevention presentations to children or teens.  <b><u>FIELD(comment)</u></b>	8.1 During program development period, create and submit for DHS approval, an action plan incorporating objectives and describing activities to be conducted.  8.2 Identify opportunities for prevention presentations to children or teens.  8.3 Develop an outline for prevention presentations.  8.3a Prior to conducting prevention presentations, submit outline to DHS for review and approval.  8.4 Identify and/or develop educational materials to be used during prevention presentations.  8.4a Prior to distribution of educational materials, submit samples to DHS for approval.  8.5 Prepare list of tobacco cessation programs and hotline telephone numbers for dissemination at presentations.  8.6 Prepare a monthly calendars, including location sites, dates and times of presentations.  8.7 Conduct prevention presentations and submit appropriate evaluations.	Weeks 1-4  Weeks 1-4 and ongoing  Weeks 1-4  Weeks 1-4  Weeks 1-4 and ongoing  Weeks 1-4 and ongoing  Weeks 1-4  Monthly  Weeks 5-52	Approval letter and approved action plan will be kept on file.  List will be kept on file.  Approval letter and approved outline will be kept on file.  Approval letters and samples of approved educational materials will be kept on file.  List will be kept on file.  Monthly calendar of projected activities will be submitted to DHS by the fifth working day of each month.  Submit appropriate evaluation forms to DHS by the fifth working day of each month.

LOS ANGELES COUNTY DEPARTMENT OF HEALTH SERVICES - TOBACCO CONTROL AND PREVENTION PROGRAM  
SCOPE OF WORK

July 1, 2003 Through June 30, 2004

AGENCY NAME: FIELD(Agency)

GOAL: Reduce the burden of disease and disability through policies that counter pro-tobacco influences, create smoke-free environments, and influence social norms so as to reduce the acceptability of tobacco use.

MEASURABLE OBJECTIVES	IMPLEMENTATION	TIME LINE	EVALUATION
<b>HEALTH PROMOTION #1</b>  9. Conduct FIELD(HP1) small (15-40 participants) group single session health promotion presentations to adults, to foster awareness of tobacco control issues and available services.  <b>FIELD(comment)</b>	9.1 During program development period, create and submit for DHS approval, an action plan incorporating objectives and describing activities to be conducted.  9.2 Identify opportunities for health promotion presentations to adults in the target group.  9.3 Develop an outline for health promotion presentations to adults.  9.3a Prior to conducting presentations, submit outline to DHS for review and approval.  9.4 Identify and/or develop educational materials to be used during health promotion presentations.  9.4a Prior to distribution of educational materials, submit samples to DHS for approval.  9.5 Prepare list of tobacco cessation programs and hotline telephone numbers for dissemination at presentations.  9.6 Prepare monthly calendars, including location sites, dates, and times of presentations.  9.7 Conduct presentations and submit appropriate evaluation forms to DHS.	Weeks 1-4  Weeks 1-4  Weeks 1-4  Weeks 1-4  Weeks 1-4 and ongoing  Weeks 1-4 and ongoing  Weeks 1-4  Monthly  Weeks 5-52	Approval letter and approved action plan will be kept on file.  List will be kept on file.  Approval letter and approved outline will be kept on file.  Approval letters and samples of approved educational materials will be kept on file.  List will be kept on file.  Monthly calendar of projected activities will be submitted to DHS by the fifth working day of each month.  Submit appropriate evaluation forms to DHS by the fifth working day of each month.

LOS ANGELES COUNTY DEPARTMENT OF HEALTH SERVICES - TOBACCO CONTROL AND PREVENTION PROGRAM  
SCOPE OF WORK  
July 1, 2003 Through June 30, 2004

AGENCY NAME: FIELD(Agency)

GOAL: Reduce the burden of disease and disability through policies that counter pro-tobacco influences, create smoke-free environments, and influence social norms so as to reduce the acceptability of tobacco use.

MEASURABLE OBJECTIVES	IMPLEMENTATION	TIME LINE	EVALUATION
<b>MERCHANT OUTREACH #1</b>			
10. Outreach to <u>FIELD(MO1)</u> merchants to ensure that they are in compliance with or exceed the STAKE ACT and reduce single cigarette sales. Discuss current state and local regulations that pertain to the sale of tobacco to minors and/or the sale of single cigarettes.	10.1 During program development period, create and submit for DHS approval, an action plan incorporating objectives and describing activities to be conducted.	Weeks 1-4	Approval letter and approved action plan will be kept on file.
	10.2 Identify retail sites selling tobacco products (liquor stores, gas stations, convenience stores, etc.) to target for merchant outreach.	Weeks 1-4 and ongoing	List will be kept on file.
	10.3 Develop an outline for merchant outreach to retail sites selling tobacco products.	Weeks 1-4	
	10.3a Prior to conducting outreach, submit outline to DHS for review and approval.	Weeks 1-4	Approval letter and approved outline will be kept on file.
	10.4 Identify and/or develop outreach and educational materials to be used for merchant outreach.	Weeks 1-4	
	10.4a Prior to distribution of outreach and educational materials, submit samples to DHS for review and approval.	Weeks 1-4	Approval letter and samples of approved materials will be kept on file.
	10.5 Prepare list of tobacco cessation programs and hotline telephone numbers for dissemination at presentations.	Weeks 1-4	List will be kept on file.
	10.6 Prepare monthly calendars, including locations, dates, and times of merchant outreach.	Monthly	Monthly calendar of projected activities will be submitted to DHS by the fifth working day of each month.
	10.7 Observe at target facility to determine if they are in compliance with STAKE ACT. Refer to Merchant Outreach and Education Protocol for guidelines and required evaluations. Observe site to determine if facility is selling single cigarettes. Refer to single cigarettes section of the protocol for guidance. Meet with manager or supervisor of the facility to discuss the provisions of the STAKE ACT and/or single cigarette laws. Distribute DHS approved brochures and fact sheets as needed. If the site has a self service tobacco display, discuss the viability of removing such a display.	Weeks 5-52	Submit appropriate evaluation forms to DHS by the fifth working day of each month.
	10.8 Make follow-up visits to determine compliance with STAKE ACT.	Weeks 5-52	Submit appropriate evaluation forms to DHS by the fifth working day of each month.

FIELD(comment)

LOS ANGELES COUNTY DEPARTMENT OF HEALTH SERVICES - TOBACCO CONTROL AND PREVENTION PROGRAM  
SCOPE OF WORK  
July 1, 2003 Through June 30, 2004

AGENCY NAME: FIELD(Agency)

GOAL: Reduce the burden of disease and disability through policies that counter pro-tobacco influences, create smoke-free environments, and influence social norms so as to reduce the acceptability of tobacco use.

MEASURABLE OBJECTIVES	IMPLEMENTATION	TIME LINE	EVALUATION
<b>MERCHANT HEALTH PROMOTION #1</b>			
11. Outreach to FIELD(MHP) merchants to distribute self help materials and other tobacco brochures/educational materials, and offer assistance with health promotion presentations to employees.	11.1 During program development period, create and submit for DHS approval, an action plan incorporating objectives and describing activities to be conducted. 11.2 During initial merchant outreach contact, identify merchants in need of information regarding regulations that pertain to smoking and the sale of tobacco. 11.3 Develop a presentation outline for health promotion to merchants and their employees at retail sites selling tobacco products. 11.3a Prior to conducting merchant health promotion, submit outline to DHS for review and approval. 11.4 Identify and/or develop educational materials to be used for merchant health promotion. 11.4a Prior to distribution of educational materials, submit samples to DHS for review and approval. 11.5 Prepare list of tobacco cessation programs and hotline telephone numbers for dissemination during merchant health promotion. 11.6 Prepare monthly calendars, including locations, dates, and times of merchant outreach. 11.7 Visit retail sites to provide merchants and employees with information regarding cessation programs, hotline telephone numbers, and how to protect themselves from ETS.	Weeks 1-4  Weeks 1-4 and ongoing  Weeks 1-4  Weeks 1-4  Weeks 1-4  Weeks 1-4  Monthly  Weeks 5-52	Approval letter and approved action plan will be kept on file.  List will be kept on file.  Approval letter and approved outline will be kept on file.  Approval letter and samples of approved educational materials will be kept on file.  List will be kept on file.  Monthly calendar of projected activities will be submitted to DHS by the fifth working day of each month.  Submit appropriate evaluation forms to DHS by the fifth working day of each month.
<b>FIELD(comment)</b>			

LOS ANGELES COUNTY DEPARTMENT OF HEALTH SERVICES - TOBACCO CONTROL AND PREVENTION PROGRAM  
SCOPE OF WORK  
July 1, 2003 Through June 30, 2004

AGENCY NAME: FIELD(Agency)

GOAL: Reduce the burden of disease and disability through policies that counter pro-tobacco influences, create smoke-free environments, and influence social norms so as to reduce the acceptability of tobacco use.

MEASURABLE OBJECTIVES	IMPLEMENTATION	TIME LINE	EVALUATION
<b>BUSINESS OUTREACH #1</b>			
12. Outreach to FIELD(BO1) businesses to ensure that they are in compliance AB13, the State smokefree workplace law.	12.1 During program development period, create and submit for DHS approval, an action plan incorporating objectives and describing activities to be conducted.	Weeks 1-4	Approval letter and approved action plan will be kept on file.
FIELD(comment)	12.2 Identify businesses to target for outreach using DHS information and other databases.	Weeks 1-4	List will be kept on file.
	12.3 Develop a presentation outline for business outreach.	Weeks 1-4	
	12.3a Prior to conducting outreach, submit outline to DHS for review and approval.	Weeks 1-4	Approval letter and approved outline will be kept on file.
	12.4 Identify and/or develop outreach and educational materials to be used for business outreach.	Weeks 1-4	
	12.4a Prior to distribution of outreach and educational materials, submit samples to DHS for review and approval.	Weeks 1-4	Approval letter and samples of approved educational and outreach materials will be kept on file.
	12.5 Prepare list of tobacco cessation programs and hotline telephone numbers for dissemination during business outreach.	Weeks 1-4	List will be kept on file.
	12.6 Prepare monthly calendars, including locations, dates, and times of merchant outreach.	Monthly	Monthly calendar of projected activities will be submitted to DHS by the fifth working day of each month.
	12.7 Visit targeted businesses and observe facilities to determine if they are in compliance with AB13. If they are not, meet with manager or supervisor of the facility to discuss the provisions of AB13. Distribute brochures and fact sheets as needed. Refer to Small Business Outreach Protocol for guidelines and required evaluation forms.	Weeks 5-52	Submit appropriate evaluation forms to DHS by the fifth working day of each month.
	12.8 Complete follow-up visits to ensure compliance with AB13.	Weeks 5-52	Submit appropriate evaluation forms to DHS by the fifth working day of each month.

**LOS ANGELES COUNTY DEPARTMENT OF HEALTH SERVICES - TOBACCO CONTROL AND PREVENTION PROGRAM  
SCOPE OF WORK**

July 1, 2003 Through June 30, 2004

AGENCY NAME: FIELD(Agency)

**GOAL:** Reduce the burden of disease and disability through policies that counter pro-tobacco influences, create smoke-free environments, and influence social norms so as to reduce the acceptability of tobacco use.

MEASURABLE OBJECTIVES	IMPLEMENTATION	TIME LINE	EVALUATION
<b>BUSINESS HEALTH PROMOTION #1</b>  13. Outreach to <u>FIELD(BHP1)</u> businesses to distribute self help materials and other tobacco brochures/educational materials, and offer assistance with health promotion presentations to employees.  <u>FIELD(comment)</u>	13.1 During program development period, create and submit for DHS approval, an action plan incorporating objectives and describing activities to be conducted.  13.2 Work with DHS to identify businesses in need of information regarding smoke free workplace laws.  13.3 Develop a presentation outline for business health promotion.  13.3a Prior to conducting business health promotion, submit outline to DHS for review and approval.  13.4 Identify and/or develop educational materials appropriate for business health promotion.  13.4a Prior to distribution of educational materials, submit to DHS for review and approval.  13.5 Prepare list of tobacco cessation programs and hotline telephone numbers for dissemination at businesses.  13.6 Prepare monthly calendars, including locations, dates, and times of merchant outreach.  13.7 Visit business sites to provide employees with information regarding the smoke free workplace law, tobacco cessation programs and hotline telephone numbers, and how to protect themselves from ETS.	Weeks 1-4  Weeks 1-4  Weeks 1-4  Weeks 1-4  Weeks 1-4  Weeks 1-4  Weeks 1-4  Monthly  Weeks 5-52	Approval letter and approved action plan will be kept on file.  List will be kept on file.  Approval letter and approved outline will be kept on file.  Approval letter and approved educational materials will be kept on file.  List will be kept on file.  Monthly calendar of projected activities will be submitted to DHS by the fifth working day of each month.  Submit appropriate evaluation forms to DHS by the fifth working day of each month.



EXHIBIT B

STATE OF CALIFORNIA DEPARTMENT OF HEALTH SERVICES  
ADDITIONAL PROVISIONS

TOBACCO CONTROL AND PREVENTION SERVICES AGREEMENT

STATE OF CALIFORNIA  
DEPARTMENT OF HEALTH SERVICES  
ADDITIONAL PROVISIONS

(FOR STATE FUNDED SUBVENTION AID/LOCAL ASSISTANCE  
COST REIMBURSEMENT CONTRACTS/GRANTS)

1. TRAVEL AND PER DIEM

Any reimbursement for necessary travel and per diem shall be at rates currently in effect, as established by the Department of Personnel Administration, for similar state employees. Exceptions to these rates may be approved by the State upon the verification of a statement submitted by the Contractor indicating that such rates are not available to the Contractor. No travel outside the State of California shall be reimbursed unless prior written authorization is obtained from the State.

2. PURCHASING/PROCUREMENT RULES

- a. Units of local government and public entities (including the Universities of California and California State University and auxiliary organizations/foundations thereof) and state and federal agencies, whether acting as a contractor and/or subcontractor, may use their existing procurement systems to secure all articles, supplies, equipment (e.g., nonexpendable items with a unit cost of \$500 or more and a useful life expectancy of four or more years, including EDP/ADP, telecommunications, and motor vehicles) and services related to such purchases that are required in performance of this contract, without regard to dollar limit, subject to the provisions in paragraphs e through i of this section. The provisions in paragraphs b,c, and d of this section may also apply, if purchases are subdelegated to subcontractors that are nonprofit organizations, for-profit entities or private vendors.
- b. All other entities (nonprofit organizations, for-profit entities, or private vendors) may use their existing procurement systems to secure articles, supplies, equipment (e.g., nonexpendable items with a unit cost of \$500 or more and a useful life expectancy of four or more years, including EDP/ADP, telecommunications, and motor vehicles) and services related to such purchases that are required in performance of this contract. **Equipment procurement shall not exceed an annual maximum limit of \$50,000, subject to the provisions stipulated in paragraphs c through i of this section.** The provisions in paragraphs a of this section may also apply, if purchases are subdelegated to subcontractors that are units of local government, public entities, state or federal agencies.
- c. All other entities (nonprofit organizations, for-profit entities, or private vendors), whether action as a contractor or subcontractor, shall use procurement systems that meet the following standards:
  - (1) Maintain a code or standard of conduct that shall govern the performance of its officers, employees, or agent engaged in awarding procurement contracts. No employee, officer, or agent shall participate in the selection, award, or administration of a procurement contract in which, to his or her knowledge, he or she has a financial interest.
  - (2) Procurements shall be conducted in a manner that provides, to the maximum extent practical, open, and free competition.

- (3) Procurements shall be conducted in a manner that provides for all of the following:
- (a) Avoidance of the purchasing of unnecessary of duplicate items.
  - (b) Solicitations for capital expenditures (equipment) shall be based upon a clear and accurate description of the technical requirements of the goods to be procured.
  - (c) The taking of positive steps to utilize small, minority, women or veteran owned businesses.
- d. To secure equipment above the annual maximum limit of \$50,000, the Contractor shall make arrangements, through the appropriate Department of Health Services (DHS) program contract manager, to have all remaining equipment purchased through the DHS Purchasing Unit by way of the Department of General Services, Office of Procurement. The cost of equipment purchased by or through the State shall be deducted from the funds available in this contract. Contractor shall submit to the DHS Purchasing Unit a list of equipment specifications for those items that the State must purchase. The State may pay the vendor directly for such arranged equipment purchases and title to the equipment will remain with the State. The equipment will be delivered to the Contractor's address, as stated on the face of the contract, unless the Contractor notifies the State, in writing, of an alternate delivery address.
- e. Prior written authorization from the DHS program contract manager will be required before the Contractor will be reimbursed for any purchase of \$5,000 or more for articles, supplies, equipment, and services related to such purchases. The Contractor must provide in its request for authorization all particulars necessary, as specified by the State, for evaluating the necessity or desirability of incurring such costs. The term "purchase" excludes the purchase of services from a subcontractor and public utility services at rates established for uniform applicability to the general public.
- f. In special circumstances, defined by the State, the State may require prior written authorization and/or the submission of paid vendor receipts for any purchase, regardless of dollar amount. The State reserves the right to either deny claims for reimbursement or to request repayment for any Contractor and/or Subcontractor purchase that the State determines to be necessary in carrying out performance under this contract.
- g. The contractor and/or Subcontractor must maintain a copy or narrative description of the procurement system, guidelines, rules, or regulations that will be used to make purchases under this contract. The State reserves the right to request copies of these documents and to inspect the purchasing practices of the Contractor and/or Subcontractor at any time.
- h. For all purchase, the Contractor and/or Subcontractor must maintain copies of all paid vendor receipts, documents, bids, and other information used in vendor selection, for inspection or audit by the State. Justifications supporting the absence of bidding (i.e., sole source purchases) shall also be maintained on file by the Contractor and/or Subcontractor for inspection or audit by the State.
- i. The State may, with cause (e.g. with reasonable suspicion of unnecessary purchases or use of inappropriate purchase practices, etc.). withhold, cancel, modify, or retract the delegated purchase authority granted under paragraphs a and/or b of this section, by giving the Contractor no less than 30 calendar days written notice.

**3. OWNERSHIP/DISPOSITION/INVENTORY OF EQUIPMENT PURCHASED/REIMBURSED WITH CONTRACT FUNDS OR FURNISHED BY THE STATE**

- a. All equipment of any kind, as defined in section 3, paragraph a, purchase/reimbursed with contract funds of furnished by the State under the terms of this contract and not fully consumed in performance of this contract shall be considered state equipment and property of the State.
- b. Title to state equipment shall not be affected by its incorporation or attachment to any property not owned by the State.
- c. Unless otherwise stipulated, the State shall not be under obligation to pay the cost of restoration, or rehabilitation of the Contractor's and/or Subcontractor's facility which may be affected by the removal of any state equipment.
- d. The Contractor and/or Subcontractor shall maintain and administer, according to state directives and sound business practices, a program for the proper use, maintenance, repair, protection, insurance, and preservation of state equipment.
- e. Equipment, as defined in section 3, paragraph a, purchased/reimbursed with contract funds or furnished by the State under the terms of this contract, shall only be used for performance of this contract.
- f. The Contractor shall submit an annual inventory of equipment, as defined in section 3, paragraph a, purchased/reimbursed with contract funds or furnished by the State under the terms of this contract. Include in that inventory, said equipment in the Contractor's possession and/or in the possession of a subcontractor. The State will prescribe the inventory format and may supply applicable forms to be used for this purpose.
- g. Within 90 calendar days prior to the termination or end of this contract, the Contractor shall provide a final inventory of equipment to the State and shall at that time query the State as to the requirements, including the manner and method, of returning state equipment to DHS. Final disposition of equipment shall be at state expense and according to state instructions. Property disposition instructions shall be issued by the State immediately after receipt of the final equipment inventory.
- h. **Motor Vehicles**
  - (1) If motor vehicles are purchased/reimbursed with contract funds or furnished by the State under the terms of this contract, within 30 calendar days prior to the termination or end of this contract, the Contractor and/or Subcontractor shall return such vehicles to the State and shall deliver all necessary documents of title or registration to enable the proper transfer of a marketable title to the State.
  - (2) If motor vehicles are purchased/reimbursed with contract funds or furnished by the State under the terms of this contract, the State shall be the legal owner of said motor vehicles and the Contractor shall be the registered owner. The Contractor and/or Subcontract may use said vehicles for performance and under the terms of this contract.
  - (3) The Contractor and/or Subcontractor agree that all operators of motor vehicles, purchased/reimbursed with contract funds or furnished by the State under the terms of

this contract, shall hold a valid State of California driver's license. In the event that 10 or more passengers are to be transported in any one vehicles, the operator shall also hold a State of California Class B driver's license.

- (4) If any motor vehicle is purchased/reimbursed with contract funds of furnished by the State under the terms of this contract, the Contractor and/or Subcontractor, as applicable, shall provide, maintain and certify that, at a minimum, the following type and amount of automobile liability insurance is in effect during the term of this contract or any period of contract extension during which any vehicle remains in the Contractor and/or Subcontractor's possession:

(a) **Automobile Liability Insurance**

The Contractor, by signing this contract, hereby certifies that it possesses or will obtain automobile liability in the amount of \$1,000,000 per occurrence for bodily injury and property damage liability combined. Said insurance must be obtained and made effective upon the delivery date of any motor vehicle, purchased/reimbursed with

contract funds or furnished by the State under the terms of this contract, to the Contractor and/or Subcontractor.

- (b) The Contractor and/or Subcontractor shall, as soon as practical, furnish a copy of the certificate of insurance to the State.
- (c) The Contractor and/or Subcontractor agree that bodily injury and property damage liability insurance, as required herein, shall remain in effect at all times during the term of this contract or until such time as the motor vehicle is returned to the State.
- (d) The Contractor and/or Subcontractor agree to provide, at least 30 days prior to the expiration date of said insurance coverage, a copy of a new certificate of insurance evidencing continued coverage, as indicated herein, for not less than the remainder of the term of this contract, the term of any extension or continuation thereof, or for a period of not less than one (1) year.
- (e) The Contractor and/or Subcontractor must provide evidence that any required certificates of insurance contain the following provisions:
- (1) The insurer will not cancel the insured's coverage without 30 calendar days prior written notice to the State (Department of Health Services).
  - (2) The State of California, its officers, agents, employees, and servants are included as additional insureds, but only insofar as the operations under this contract and any extension or continuation of this contract are concerned.
  - (3) The insurance carrier shall notify the State of California Department of Health Services, in writing, of the Contractor's failure to pay premiums; its cancellation of such policies; or any other substantial change, including, but not limited to, the status, coverage, or scope of

the required insurance. Such notices shall contain a reference to the contract number for which insurance was obtained.

- (f) The Contractor and/or Subcontractor is hereby advised that copies of certificates of insurance may be subject to review and approval by the Department of General Services, Office of Insurance and Risk Management. The Contractor shall be notified by the State, in writing, if this provision is applicable to this contract.
- (g) In the event the Contractor and/or Subcontractor fails to keep insurance coverage, as required herein, in effect at all times during vehicle possession, the State may, in addition to any other remedies it may have, terminate this contract upon the occurrence of such event.

#### **4. REQUIREMENTS APPLICABLE TO SUBCONTRACTS FOR SERVICES**

- a. Prior written authorization will be required before the Contractor enters into or is reimbursed for any subcontract for services costing \$5,000 or more. For subcontracts for services exceeding \$5,000. Contractors shall obtain at least three bids or justify a sole source award.
  - (1) The contractor must provide in its request for authorization, all particulars necessary for evaluating the necessity or desirability of incurring such cost.
  - (2) The State may identify the information needed to fulfill this requirement.
- b. The State reserves the right to approved or disapprove the selection of subcontractors, require the substitution of Subcontractors, and order the termination of subcontracts entered into in support of this contract.
- c. Actual subcontracts (i.e. written agreement between the Contractor and a subcontractor) of \$5,000 or more are subject to the prior review and written approval of the State. The State may, at its discretion, elect to waive this right. All such waivers shall be confirmed in writing by the State.
- d. Contractor shall maintain a copy of each subcontract entered into in support of this contract and shall, upon request by the State, make said copies available for approval, inspection, or audit.
- e. Sole responsibility rests with the Contractor to ensure that subcontractors are paid in a timely manner.
- f. The Contractor is responsible for all performance requirements under this contract even though performance may be carried out through a subcontract.
- g. The Contractor is responsible for a subcontractor's actions or failure to take action in fulfilling the requirements of this contract.
- h. When entering into consulting services contracts with the State, Contractor may be required to supply budget detail for each subcontractor and/or each major subcontracted activity under this contract.
  - (1) Budget detail format and submission requirements will be prescribed by the State.

- (2) Methods of including budget details in this contract, if applicable, will be prescribed by the State.
- (3) Any subcontractor budget detail displayed in this contract, or incorporated by reference, is included for information purposes only.

Changes to a subcontractor's identity or subcontract budget detail may be made with the mutual consent of the State and the Contractor and said changes shall not require the processing of a formal amendment to this contract.

- i. The Contractor shall ensure that all subcontracts for services include provision(s) requiring compliance with applicable terms and conditions specified in this contract.
- j. The Contractor agrees to include the following clause, relevant to record retention, in all subcontracts for services:

“(Subcontractor Name) agrees to maintain and preserve, until three years after termination of (Contract Number) and final payment from the State, and to permit the State or any duly authorized representative, to have access to, examine or audit any pertinent books, documents, papers and records related to this subcontract.”

- k. Unless otherwise stipulated in writing by the State, the Contractor shall be the subcontractor's sole point of contact for all matters related to performance and payment under this contract.
- l. Contractor shall, as applicable, advise all subcontractors of their obligations pursuant to the following numbered provisions of this exhibit: 1,2,3,4,5,6,7,9,10,11,12,13,15,16,17, 19 and 30.

## **5. INCOME RESTRICTIONS**

Unless otherwise stipulated in this contract, the Contractor agrees that any refunds, rebates, credits, or other amounts (including any interest thereon) accruing to or received by the Contractor under this contract shall be paid by the Contractor to the State, to the extent that they are properly allocable to costs for which the Contractor has been reimbursed by the State under this contract.

## **6. EXAMINATION OF ACCOUNTS, AUDITS, AND RECORDS**

- a. The Contractor and/or Subcontractor shall maintain books, records, documents, and other evidence, accounting procedures, and practices, sufficient to properly reflect all direct and indirect costs of whatever nature claimed to have been incurred in the performance of this contract, including any matching costs and expenses. The foregoing constitutes records, for the purposes of this clause.
- b. The Contractor's and/or Subcontractor's facility or office or such part thereof as may be engaged in the performance of this contract and his/her records shall be subject at all reasonable times to inspection, audit, and reproduction by the State of California Bureau of State Audits or any of its duly authorized representatives. '
- c. The contractor and/or Subcontractor shall preserve and make available his/her records (1) for a period of three years from the date of final payment under this contract, and (2) for such longer period, if any, as is required by applicable statute, by any other clause of this contract, or by subparagraphs (1) or (2) below:

- (1) If this contract is completely or partially terminated, the records relating to the work terminated shall be preserved and made available for a period of three years from the date of any resulting final settlement.
- (2) If any litigation, claim, negotiation, audit, or other action involving the records has been started before the expiration of the three-year period, the records shall be retained until completion of the action and resolution of all issues which arise from it, or until the end of the regular three-year period, whichever is later.

## **7. INSPECTION**

The State, through any authorized representatives, has the right at all reasonable times to inspect or otherwise evaluate the work performed or being performed thereunder including subcontract supported activities and the premises in which it is being performed. If any inspection or evaluations made by the State of the premises of the Contractor or a Subcontractor, the Contractor shall provide and shall require Subcontractors to provide all reasonable facilities and assistance for the safety and convenience of the state representatives in the performance of their duties. All inspections and evaluations shall be performed in such a manner as will not unduly delay the work.

## **8. FUNDING AVAILABILITY**

State Contract Funds Committed Prior to July 1 of any Fiscal Year.

- a. Contractor understands that this contract may have been written and executed prior to the passage of a Governor's annual budget in order to avoid program and fiscal delays which could occur if the contract were executed after such event.
- b. This contract is valid and enforceable only if sufficient funds are made available by the appropriate budget act for the purposes of this program. In addition, this contract is subject to any additional restriction, limitation, or condition enacted by the legislature and contain in a budget bill or any statute enacted by the legislature that may affect the provisions, terms, or funding of this contract in any manner.
- c. If sufficient funds are not appropriated for this program and contract, this contract shall be invalid and of no further force and effect. In this event, the State shall have no liability to pay any funds whatsoever to the contractor or to furnish any other considerations under this contract, and the contractor shall not be obligated to perform any provisions of this contract.

## **9. STATE NONDISCRIMINATION CLAUSE AND REQUIREMENTS**

- a. During the performance of this contract, Contractor and its subcontractors shall not unlawfully discriminate, harass or allow harassment, against any employee or applicant because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (cancer), age (over 40), marital status, and denial of family care leave. Contractors and subcontractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Government Code, Section 12900 et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285.0 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government code, Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations are incorporated into this contract by reference and made a part hereof as if set forth in full. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other contract.



- b. Contractor shall include the nondiscrimination and compliance provisions of paragraph a in all subcontracts to perform work under the contract.
- c. The Contractor will not discriminate in the provision of services against any person with protected status as provided by state and federal law and described in paragraph a.
- d. For the purpose of this contract, distinctions made on the basis of a person's protected status as noted in paragraph a include, but are not limited to, the following: denying a participant any service or providing a benefit to a participant which is different, or is provided in a different manner or at a different time or place from that provided to other participants under this contract; subjecting a participant to segregation or separate treatment in any manner related to his or her receipt of any service; restricting a participant in any way in the employment of any advantage or privilege enjoyed by others receiving any service or benefit; treating a participant differently from others in determining whether he or she satisfied any admission, enrollment quota, eligibility, membership, or other requirement or condition which individuals must meet in order to be provided any service or benefit.
- e. The Contractor will take affirmative action to ensure that intended beneficiaries are provided services without regard to their protected status as noted in paragraph a.
- f. The Contractor agrees that complaints alleging discrimination in the delivery of services by the Contractor or his or her subcontractor because of a person's protected status as noted in paragraph a will be resolved by the State through the Department of Health Services' Affirmative Action/Discrimination Complaint Process.
- g. The Contractor shall, subject to the approval of the Department of Health Services, establish procedures under which participants of service are informed of their rights to file a complaint alleging discrimination or a violation of their civil rights with the Department of Health Services.
- h. The Contractor shall operate the program or activity in such a manner that it is readily accessible to and usable by mentally or physically handicapped persons pursuant to 45 Code of Federal Regulations, Part 84, Sections 84.21 and 84.22.
- i. The Contractor shall keep records, submit required compliance reports, and permit state access to records in order that the State can determine compliance with the nondiscrimination requirements pursuant to 45 Code of Federal Regulations, Part 80, 84, and 90, Sections 80.6, 84.61, and 90.42.

## **10. FREEZE EXEMPTIONS**

(Applicable only to local governmental and public entities.)

- a. Contractor agree that any hiring freeze adopted during the term of this contract shall not be applied to the positions funded, in whole or in part, by this contract.
- b. Contractor agrees not to implement any personnel policy which may adversely affect performance or the positions funded, in whole or in part, by this contract.
- c. Contractor agrees that any travel freeze or travel limitation policy adopted during the term of this contract shall not restrict travel funded, in whole or in part, by this contract.
- d. Contractor agrees that any purchasing freeze or purchase limitation policy adopted during the term of this contract shall not restrict or limit purchases funded, in whole or in part, by this contract.

## 11. AMERICANS WITH DISABILITIES ACT REQUIREMENTS

By signing this contract, contractor assures the state that it complies with the Americans with Disabilities Act (ADA) of 1990, (42 U.S.C. 12101 et seq.), which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA.

## 12. RIGHT IN DATA

- a. **Subject Data.** As used in this clause, the term "Subject Data" means writings, sound recordings, pictorial reproductions, drawings designs or graphic representations, procedural manuals, forms, diagrams, work flow charts, equipment descriptions, data files and data processing or computer programs, and works of any similar nature (whether or not copyrighted or copyrightable) which are first produced or developed under this contract. The term does not include financial reports, cost analyses, and similar information incidental to contract administration.
- b. **Federal Government and State Rights.** Subject only to the provisions of c below, the Federal Government and State may use, duplicate, or disclose in any manner and for any purpose whatsoever, and have or permit other to do so, all Subject Data delivered under this contract.
- c. **License to Copyrighted Data.** In addition to the Federal Government and state rights as provided in b above, with respect to any subject data which may be copyrighted, the Contractor and applicable subcontractor agrees to and does hereby grant to the Federal Government and State a royalty-free, nonexclusive, and irrevocable license throughout the world to use, duplicate, or dispose of such data in any manner for State of Federal Government purposes and to have or permit others to do so. Provided, however, that such license shall be only to the extent that the Contractor now has, or prior to completion or final settlement of this contract may acquire, the right to grant such license without becoming liable to pay compensation to others solely because of such grant.

## 13. CLEAN AIR AND WATER

(Applicable only if the contract is not with a sole source vendor of products or services, or if it exceeds \$5,000.)

The Contractor agrees under penalty of perjury (it, he, she) is not in violation of any order or resolution which is not subject to review promulgated by the State Air Resources Board or an air pollution district.

The Contractor agrees under penalty of perjury (it, he, she) is not subject to a cease and desist order which is not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements of discharge prohibitions, or is not finally determined to be in violation of provisions of federal law relating to air or water pollution.

## 14. USE OF MINORITY, WOMEN AND DISABLED VETERAN BUSINESS ENTERPRISES

(Applicable to any contract subject to M/W/DVBE goal participation or good faith effort compliance. Not applicable to local government or public entities exempted by DHS.)

- a. It is a federal policy to award a fair share of contracts to small, minority, and women owned business firms. The State Legislature has declared that a fair proportion of the total purchases and contractors of subcontracts for property and services for the State be placed with minority, women, and disabled veteran owned business enterprises.
- b. All M/W/DVBE participation attachments, however labeled, completed as a condition of bidding, contracting or amending a subject contract are incorporated herein and made a part of this contract by this reference.
- c. Contractor agrees to use any and all proposed M/W/DVBEs, as identified in previously

submitted M/W/DVBE attachments, unless the contractor submits a written request for substitution of a like vendor. All requests for substitution must be approved by the State, in writing, prior to using a substituted M/W/DVBE subcontractor, supplier or vendor.

Requests for substitution must be directed to the program funding this contract and must contain: (1) identity of the firm to be substituted and its M/W/DVBE status, (2) reason for the substitution, and (3) identity of the replacement firm and its M/W/DVBE status.

- d. Contractor agrees the State will have the right to review, obtain, and copy all records pertaining to performance of the contract. Contractor agrees to provide the State or its delegatee with any relevant information requested and shall permit the State or its delegatee access to its premises, upon reasonable notice, during normal business hours for the purpose of interviewing employees and inspecting and copying such books, records, accounts, and other material that may be relevant to a matter under investigation for the purpose for determining compliance with State M/W/DVBE goal or good faith effort compliance. Contractor further agrees to maintain such records for a period of three (3) years after final payment is received under the contract.

## **15. PRINTING**

If printing or other reproduction work of more than an incidental and minor dollar amount (e.g., \$25,000 or 10 percent of contract total, whichever is less) is a reimbursable item in this contract, it shall be printed or produced by the State Printer. The State Printer may, at his sole option, elect to forego said work and delegate the work to the private sector. If the State Printer prints or produces said work, or the State obtains the printing or other work through another source, the cost will be deducted from said contract amount. This requirement does not apply to normal in-house copying necessary for routine business matters of the Contractor.

## **16. PRIOR APPROVAL OF TRAINING SEMINARS, WORKSHOPS, OR CONFERENCES**

Contractor shall obtain prior state approval over the location, costs, dates, agenda, instructors, instructional materials, and attendees at any reimbursable training seminar, workshop, or conference, and over any reimbursable publicity, or educational materials to be made available for distribution. The Contractor shall acknowledge the support of the State whenever publicizing the work under the contract in any media. This paragraph does not apply to necessary staff meetings to conduct routine business matters.

## **17. CONFIDENTIALITY OF INFORMATION**

- a. The Contractor and his or her employees, agents, or subcontractors shall protect from unauthorized disclosure names and other identifying information concerning persons either receiving services pursuant to this contract or persons whose names or identifying information become available or are disclosed to the Contractor, his/her employees, agents, or subcontractors as a result of services performed under this contract, except for statistical information not identifying any such person.
- b. The Contractor, his/her employees, agents, or subcontractors shall not use such identifying information for any purpose other than carrying out the Contractor's obligations under this contract.
- c. The Contractor, his/her employees, agents, or subcontractors shall promptly transmit to the State all requests for disclosure of such identifying information not emanating from the client or person.
- d. The Contractor shall not disclose, except as otherwise specifically permitted by this contract or authorized by the client, any such identifying information to anyone other than the State without prior written authorization from the State.

- e. For purposes of this paragraph, identity shall include, but not be limited to, name, identifying number, symbol, or other identifying particular assigned to the individual, such as finger or voice print or a photograph.

## **18. NATIONAL LABOR RELATIONS BOARD CERTIFICATION**

(Not applicable if Contractor is a public entity.)

Contractor, by signing this contract, does swear under penalty of perjury that no more than one final unappealable finding of contempt of court by a federal court has been issued against Contractor within the immediately preceding two-year period because of the Contractor's failure to comply with an order of a federal court which orders the Contractor to comply with an order of the National Labor Relations Board.

## **19. DOCUMENTS AND WRITTEN REPORTS**

Any document or written report prepared as requirement of this contract shall contain, in a separate section preceding the main body of the document, the number and dollar amounts of all contracts and subcontracts relating to the preparation of such document or report, if the total cost for work by nonemployees of the State exceeds \$5,000.

## **20. RESOLUTION OF DIRECT SERVICE CONTRACT DISPUTES**

- a. If Contractor believes there is a dispute or grievance between the Contractor and the State, the procedures set forth in Chapter 2.1, Sections 20201 through 20205, of Title 22, of the California Code of Regulations, shall be followed.
- b. If the Contractor wishes to appeal the decision of the Deputy Director for Public Health or his/her designee, the Contractor shall follow the procedures set forth in Division 25.1 (commencing with Section 38050) of the Health and Safety Code and the regulations adopted thereunder. (Title 1, Subchapter 2.5, commencing with Section 251, California Code of Regulations.)
- c. Disputed arising out of an audit or examination of a contract not covered by subdivision (a) of Section 20204, of Chapter 2.1m Title 22, of the California Code of Regulations, and for which no procedures for appeal are provided in statute, regulation, or the contract shall be handled in accordance with the procedures identified in Section 51016 through 51047, Title 22, California Code of Regulations.

## **21. FINANCIAL AND COMPLIANCE AUDIT OF NONPROFIT ENTITIES**

(Applicable only if Contractor is a nonprofit entity.)

- a. Definitions within this paragraph are defined in Section 38040 of the Health and Safety Code, which, by this reference, is made a part hereof.
- b. Contractor agrees to obtain an annual single, organization-wide financial and compliance audit. The audit shall be conducted in accordance with the requirements specified in the Federal Office of Management  
  
and the Budge (OMB) Circular A-133, "Audits of Institutions of Higher Educations and Other Nonprofit Organizations."
- c. Reference to "Federal" in OMB Circular A-133 shall be considered to mean "Federal and/or State" in contracts where state funds are present either alone or in conjunction with federal funds.
- d. The audit shall be completed by the 15<sup>th</sup> day the fifth month following the end of the

Contractor's fiscal year. Two copies of the audit report shall be delivered to the state program funding this contract. The report shall be due within 30 days after the completion of the audit.

- e. If the Contractor receives less than \$25,000 per year from the State, the audit shall be conducted biennially, unless there is evidence of fraud or other violation of state law in connection with this contract. This requirement takes precedence over the OMB A-133 section which exempts from federal audit requirements any nonprofit institution receiving less than \$25,000 per year.
- f. The cost of such audit may be included in the funding for this contract up to the proportionate amount this contract represents of the Contractor's total revenue.
- g. The State, or its authorized designee including the Bureau of State Audits, is responsible for conducting contract performance audits which are not financial and compliance audits.
- h. Nothing in this contract limits the State's responsibility or authority to enforce state law or regulations, procedures, or reporting requirements arising pursuant thereto.
- i. Nothing in this paragraph limits the authority of the State to make audits of this contract, provided, however, that if independent audits arranged for by Contractor meet generally accepted governmental auditing standards, the State shall rely on those audits and any additional audit work shall build upon the work already done.

## **22. CONTRACT AMENDMENTS**

This contract may be amended by mutual agreement between the parties as stipulated in the body of this contract. The amendment may be subject to the approval of the Department of General Services.

## **23. CONFLICT OF INTEREST-CURRENT AND FORMER STATE EMPLOYEES**

### **a. Current State Officers and Employees**

- (1) Contractor shall not utilize in the performance of this contract any state officer or employee in the state civil service or other appointed state official unless the employment, activity, or enterprise is required as a condition of the officer or employee's regular state employment. Employee in the state civil service is defined to be any person legally holding a permanent or intermittent position in the state civil service.
- (2) If any state officer or employee is utilized or employed in the performance of this contract, Contractor shall first obtain written verification from the State that the employment, activity, or enterprise is required as a condition of the officer's, employee's or official's regular state employment and shall keep said verification on file for three years after the termination of this contract.
- (3) Contractor may not accept occasional work from any currently employed state officer, employee, or official.
- (4) If Contractor accepts volunteer work from any currently employed state officer, employee, or official, Contractor may not reimburse, or otherwise pay or compensate, such person for expenses incurred, including, without limitation, travel expenses, per diem, or the like, in connection with volunteer work on behalf of Contractor.
- (5) Contractor shall not employ any state officers, employees, or officials who are on paid or unpaid leave of absence from their regular state employment.
- (6) Contractor or anyone having a financial interest in this contract may not become a state officer, employee, or official during the term of this contract. Contractor shall notify each of its employees, and any other person having a financial interest in this contract that it is unlawful under the Public Contract Code for such person to become a state officer, employee, or official.

during the term of this contract unless any relationship with the Contractor giving rise to a financial interest. as an employee or otherwise. is first terminated.

- (7) Occasional or one-time reimbursement of a state employee's travel expenses is not acceptable.

**b. Former State Officers and Employees**

- (1) Contractor shall not utilize in the performance of this contract any formerly employed person of any state agency or department that was employed under the state civil service, or otherwise appointed to serve in the state government, if that person was . engaged in any negotiations, transactions, planning, arrangement, or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency or department. This prohibition shall apply for a two-year period beginning on the date the person left state employment.
- (2) Contractor shall not utilize within 12 months from the date of separation of services, a former employee of the contracting state agency or department if that former employee was employed in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to the employee leaving state service.

**c. Failure to Comply with Subparts a or b**

If contractor violates any provision of subparts a or b, such action by Contractor shall render this contract void, unless the violation is technical or nonsubstantive.

**24. CONTRACTOR NAME CHANGE**

Contractor shall provide a written notice to the State at least 30 days prior to any changes to the Contractor's current legal name.

**25. NOVATION**

If the Contractor proposes any novation agreement, the State shall act upon the proposal within 60' days after receipt of the written proposal. The State may review and consider the proposal, consult and negotiate with the Contractor, and accept or reject all or pan of the proposal. Acceptance or rejection may be made orally within the 60-day period, and confirmed in writing within five days.

**26. DRUG-FREE WORKPLACE**

Contractor certifies to the State that it will provide a drug-free workplace by doing all of the following:

- a. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in the person's *or* organization's workplace and specifying the actions that will be taken against employees for violations of the prohibition.
- b. Establishing a drug-free awareness program to inform employees about all of the following:
  - (1) The dangers of drug abuse in the workplace.
  - (2) The person's or organization's policy of maintaining a drug-free workplace.
  - (3) Any available drug counseling, rehabilitation, and employee assistance programs.
  - (4) The penalties that may be imposed upon employees for drug abuse violations.
- c. Requiring that each employee engaged in the performance of the contract or grant be given a copy of the statement required by subdivision a and that, as a condition of employment on the contract or grant, the employee agrees to abide by the terms of the statement.

d. Contractor agrees this contract may be subject to suspension of payments or termination of this contract, or both, and the Contractor may be subject to debarment, in accordance with the requirements of the Government Code, Section 8350 et seq., if the Department determines that any of the following has occurred:

- (1) The Contractor or grantee has made a false certification.
- (2) The Contractor violates the certification by failing to carry out the requirements of subdivisions a through c above.

## **27. COVENANT AGAINST CONTINGENT FEES**

The Contractor warrants that no person or selling agency has been employed *or* retained to solicit/secure this contract upon an agreement of understanding for a commission, percentage, brokerage, or contingent fee, excepting *bona fide* employees or *bona fide* established commercial or selling agencies retained by the Contractor for the purpose of securing business. For breach *or* violation of this warranty, the State shall have the right to annul this contract without liability or in its discretion to deduct from the contract price or consideration, *or* otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

## **28. FINAL INVOICE-FINAL REPORT-RETENTION OF FUNDS**

(Applicable only if a final report is required by the contract)

The State may, at its discretion, withhold 10 percent (10%) of the face amount of the contract, 50 percent (50%) of the final invoice, or \$3,000, whichever is greater, until receiving a final report that is satisfactory to the State.

## **29. CONTRACTOR PERFORMANCE EVALUATION**

The State may, at its discretion, evaluate the performance of the Contractor at the conclusion of the contract. If performance is evaluated, the evaluation shall not be a public record, but may be placed on file with the Department of General Services. Negative performance evaluations may be considered by the State prior to making future contract awards. Performance evaluations may include, but not be limited to, the following:

- a. Whether the work or services were completed as specified.
- b. The reasons for and amount of cost overruns, if any.
- c. Whether the work or services met the specified quality standards.
- d. Whether the Contractor fulfilled all contract requirements.
- e. The factors outside the Contractor's control that may have caused performance difficulties.

## **30. OFFICIALS NOT TO BENEFIT**

No members of or delegate to Congress or the State Legislature shall be admitted to any share or part of this contract, or to any benefit that may arise therefrom. This provision shall not be construed to extend to this contract if made with a corporation for its general benefits.

EXHIBIT C

EDUCATIONAL MATERIALS STANDARD

TOBACCO CONTROL AND PREVENTION SERVICES AGREEMENT

1. All tobacco control and prevention educational materials to be developed by a Contractor or subcontractor shall be reviewed by the Department of Health Services (DHS) Tobacco Control and Prevention Program office (TCP), the Department of Community Relations, the Tobacco Control Program ethnic coalition when applicable, the Tobacco Education Clearinghouse of California (TECC), and when applicable, the appropriate statewide ethnic network.
2. All tobacco control and prevention educational materials must state the following: THIS MATERIAL WAS MADE POSSIBLE BY FUNDS FROM THE PROPOSITION 99 TOBACCO TAX INITIATIVE FROM THE LOS ANGELES COUNTY DEPARTMENT OF HEALTH SERVICES.
3. Staff, including consultants or subcontractor, must have training and experience in educational material and media development.
4. No medium shall feature the image or voice of any elected public official or candidate for public office, or directly represent the views of any elected public official or candidate for public office.
5. Message must address themes which research has shown to be effective in discouraging tobacco use among the target population.
6. Only newly developed materials, tobacco products or materials associated with tobacco use (i.e., matches or cigarette papers), may be shown or used for the purpose of communicating an educational message.
7. Materials may model smoking or chewing behavior only for the purpose of communicating an educational message.



8. No religious symbols or scripture may be used.
9. Materials must be scientifically and technically accurate and must not contain offensive or misleading messages.
10. Materials must not personally attack, put down, or blame tobacco users, e.g., messages shall not focus on smokers or losers or loners.
11. Materials must have a planned use, and be actively used and distributed.
12. Materials must relate to target groups in terms of language, culture, and education.
13. Materials must incorporate principles of good publication design.
14. Materials must be pretested prior to their use for accuracy, appropriateness, and effectiveness.
15. Materials must be reviewed and evaluated on an ongoing basis.
16. Materials must be coordinated with statewide efforts and the efforts of other local lead agencies to avoid duplication, maximize resources, and foster the development of a better product through collaboration. The Tobacco Control and Prevention Program will work closely with the TECC to ensure this standard is achieved.
17. The plan for the development of each piece of educational material is as follows:
  - a. Utilizing database searches or other means, documentation indicating the lack of educational material for the targeted population, and the answer to the question, "Why must this material be developed?".
  - b. A description of the target population, including the age range, sex, ethnicity, language, values,

economic level, geographic setting (urban or rural, educational level, and any physical limitations that might affect reading, viewing, or learning.

- c. A stated goal and the major message to be conveyed.
- d. A description of the medium, e.g. video, pamphlet, or poster.
- e. A description of the settings in which the educational material will be used, e.g. schools, clinics, worksites, or street outreach.
- f. A description of how the educational material will be distributed.
- g. Identification of who will use the material in the delivery of the educational programs, e.g., health educator, physician, or volunteer.
- h. A cost estimate of achieving the camera ready stage and total printing or production costs.

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## EXHIBIT D

### GUIDELINES ON USE OF INCENTIVES

#### TOBACCO CONTROL AND PREVENTION SERVICES AGREEMENT

Incentive programs are systematic ways of motivating tobacco users to quit and to stay off of tobacco through awarding a variety of prizes. The Tobacco Control and Prevention Program recognizes many forms of incentive items including: consumer products, memberships, award of services or other non-monetary prizes. The most expensive incentives Twenty-Five Dollars to Fifty Dollars (\$25-\$50) should only be given to those individuals who have made the greatest positive behavioral change.

The following guidelines will be adhered to in the awarding of incentives: A) no cash incentives will be used as rewards; B) the cash value of any one incentive must not exceed Fifty Dollars (\$50.00); C) incentive are limited to a maximum award of Fifty Dollars (\$50.00) (cash value) per person per twelve (12) month period; D) incentives are awarded only for activities directly associated with tobacco use prevention and cessation activities; and E) incentive will be awarded on a project-by-project basis. The Tobacco Control and Prevention Program has issued the following guidelines to ensure that incentives are properly awarded:

- 1) Rules, regulations, and qualifications must be clearly defined before the activity begins.
- 2) Qualified participants are required to complete a form which lists their name, date of birth, and social security or state identification number. This information will then be entered into a database for documentation and verification of ward status (i.e., has not previously received incentives totaling Fifty Dollars [\$50.00] in the last twelve [12] months).
- 3) To ensure no favoritism is given in awarding incentives, winners may not be related to the persons or person sponsoring the activity. Under unusual circumstances, a second/unbiased party may be asked to verify winners and/or judge the entire contest.

- 4) Sponsors will verify eligibility of participants prior to announcing any award. Ineligible participants will be automatically disqualified and omitted.
- 5) Award winners will be required to show proof of their identification and sign a waiver indicating their ineligibility to receive another TCP reward/prize for 12 consecutive months from the date the first award was presented.
- 6) In cases where there are more eligible persons/award winner than available incentive/prizes, eligible persons will be given a voucher for claiming their award and guaranteed deliverance of their award within a three-week (i.e., twenty- one [21] calendar day) period. Contest sponsors will be responsible for acquiring an equivalent award and notifying the recipients of the availability of their prize.

Incentives will be used on a limited basis, primarily in conjunction with cessation services. Incentives will include items such as supermarket or music store gift certificates, sports/water bottles, coffee mugs, etc. Both community based organization tobacco projects and Department of Health Services Tobacco Control and Prevention Program activities will implement incentive programs. Incentives will be used to motivate smokers to quit smoking and reinforce an individual's commitment to remain smoke-free.

For example, incentives will be awarded to smokers who enroll and attempt county employee smoking cessation classes to encourage them to quit and stay off cigarettes. At session three, or "quit day", smokers will receive a sports/water bottle (cash value of One Dollar Twenty-Five Cents [\$1.25]) which supports the curriculum that advocates increasing water consumption as a means to suppress one's urge to smoke. Other possible awards for cessation class participants include supermarket gift certificates to smokers who quit for at least one month Twenty-Five Dollars (\$25.00) or three months Fifty Dollars (\$50.00).

#### Promotional Items

Non-competitive/give-away items will be used to attract and/or encourage participation in tobacco control and prevention

services. These items represent nominal cash value (cash value equal to or less than One Dollar [\$1.00]) and include key chains, pens, pencils, buttons, and other low cost items. The purpose of promotional items is to increase awareness and promote participation in county tobacco control and prevention services. In addition, the items will reinforce nonsmoking as a social norm by countering the innumerable amount of tobacco product promotional items widely distributed in the county (e.g., matches, lighters, key chains, baseball caps, t-shirts, etc.).

#### Recognition Awards

Certificates and/or plaques will be given to acknowledge adherence to tobacco-related ordinances (e.g., not selling tobacco to minors), acknowledge exemplary participation in promoting a smoke-free county, or congratulate participants who complete smoking cessation classes.

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Agency \_\_\_\_\_

Contract # \_\_\_\_\_

Activity (check one only)

( ) Prevention

INCENTIVE TRACKING LOG

Date Received	Last Name	First Name	M.I.	CA Driver's License Number or CA I.D. Number	Date of Birth M/D/Y	Award

**(AGENCY NAME)**

**SCHEDULE 1**

**July 1, 2003 through June 30, 2004**

**CATEGORY 1**

		<b>7/1/03-6/30/04 PROP 99 Reimbursement Amount</b>
<b>I.</b>	<b>UNIT COST</b> (13 objectives totaling 1,155 units of service )	\$95,000.00
<b>II.</b>	<b>PROGRAM DEVELOPMENT*</b>	5,000.00
<b>III.</b>	<b>TOTAL BUDGET</b>	\$100,000.00

\* Reimbursement is for the first month only and is based on a line item budget that is on file with DHS Tobacco Control and Prevention Program.